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Current Topics.

The New Member of the Council of the Law Society.

AS THE result of the poll which has been recently taken, Mr. SAMUEL GARRETT, M.A., of the firm of Parker, Garrett, Holman, & Howden, of St. Michael's-alley, Cornhill, London, has been elected a member of the Council of the Law Society. Mr. GARRETT was admitted in 1876.

The Public Trustee and Executor Bill.

MR. BALFOUR stated on the 1st inst. that "there was no possibility of any private members' Bills becoming law, or even making the smallest progress towards becoming law," and that no Government Bill which received serious opposition, other than the Bills he specifically mentioned, could be proceeded with. We presume we may conclude from this statement that, notwithstanding the keen anxiety of the Solicitor-General and Sir ROBERT REID that the Public Trustee and Executor Bill should become law, its doom as a private member's Bill is settled, and that it is not at all likely to be adopted as a Government Bill. It had not, however, up to Wednesday last, been withdrawn.

The Doctrine of Relation Back for Trespass.

AN INTERESTING decision upon the rule that an entry by a person entitled to possession relates back to the commencement of his right so as to enable him to sue in respect of an intermediate trespass has been given by the Court of Appeal in *Ocean Accident, &c., Corporation v. Ilford Gas Co.* (1905, 2 K. B. 493). In general the right to bring an action of trespass depends upon actual possession at the time of the trespass, and the doctrine of relation back is an exception to this rule. It is founded upon the theory that when a person who is in possession is dispossessed, and subsequently recovers possession, he ought, for the purpose of bringing trespass, to be regarded as having been in possession the whole time, and formerly it appears to have been applied only to cases of disseisin. But in *Barnett v. Earl of Guildford* (11 Ex. 19) it was treated as having a wider scope, and as applying wherever there is a right of entry at the time of the trespass. A subsequent entry in pursuance of this right relates back so as notionally to place the person entering in possession at the time of the trespass. In the present case this has been applied to the case of a mortgagee,

notwithstanding that he has not the legal title; and where a second mortgagee has, as between himself and the mortgagor in possession, a right to enter, and subsequently does enter, he can maintain an action for trespass committed after his right accrued.

#### Receiver for Debenture-holders.

THE DECISION of WARRINGTON, J., in *Robinson Printing Co. (Limited) v. Chic (Limited)* (1905, 2 Ch. 123) is important with respect to the position of a receiver for debenture-holders, when he is appointed by them under conditions on the debenture which do not make him the agent of the company. A similar question arose before COZENS-HARDY, J., in *Re Vimboe (Limited)* (48 W. R. 520; 1900, 1 Ch. 470), and that learned judge held that, in the absence of provision in the debenture for making the receiver the agent of the company, or, which is the same thing, for incorporating section 24 (2) of the Conveyancing Act, 1881, he would be the agent of the debenture-holders, and they would be answerable for all the faults and omissions of the receiver. WARRINGTON, J., arrived at the same conclusion in the present case, and he further held that, since the receiver was the agent of the debenture-holders, and was authorized to make such arrangements as he might think expedient in their interests, he was able to pledge the assets in priority to the charge created by the debentures. Moreover, the debenture-holders were personally liable for the debts incurred by him in carrying on the business of the company. In the ordinary case of the receiver being the agent for the company this personal liability is avoided: *Gosling v. Gaskell* (46 W. R. 208; 1897, A. C. 575).

#### Notice of Intention to Suspend Payment.

It is frequently a matter of difficulty to decide when a statement by a debtor as to his affairs is a "notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts" so as to constitute an act of bankruptcy within section 4 (1) (h) of the Bankruptcy Act, 1883, and the difficulty will not be diminished by the fact that the House of Lords have differed on the subject in *Clough v. Samuel* (Times, 2nd inst.) on appeal from the decision of the Court of Appeal in *Re Reis* (50 W. R. 122; 1904, 2 K. B. 769). It is settled that the notice need not be in writing, that it need not be given to all the creditors, and that it need not be in any particular form. All that is required, said Lord MACNAGHTEN, in his judgment in the present case, is that a communication proceeding from the debtor, made seriously, should give the creditor or any of the creditors to understand from the state of circumstances as disclosed at the time that the debtor has suspended, or is about to suspend, payment. But this still leaves for decision the question, what sort of a statement will justify the inference that a debtor has suspended, or is about to suspend, payment? In *Crook v. Morley* (1891, A. C. 316) the debtor sent to his creditors a letter: "Being unable to meet my engagements as they fall due, I invite your attendance at" &c., "when I will submit a statement of my position for your consideration and decision." It was not unnaturally held that this was a notice within the meaning of the clause. There was a specific statement of inability to meet engagements, made with reference to the whole body of creditors. But both Lord SELBORNE and Lord WATSON recognized that a mere statement of inability to pay debts might not be sufficient. "It is undoubtedly possible," said the former, "that there might be a document speaking of inability to pay a man's debts in such a context and in such a manner as not to imply 'that he had suspended, or that he was about to suspend, payment of his debts.' But, on the other hand, there might be a document of which the language might amount to a 'declaration of his inability to pay his debts,' which, taking it with all its circumstances and in its context, would practically, and according to the common sense of mankind, be a 'notice to his creditors that he had suspended, or was about to suspend, payment of his debts.'" And similarly Lord WATSON said: "A declaration of his inability to pay his debts may be made by a debtor to one or more of his creditors, in terms and under circumstances which do not suggest that he means to stop payment of his debts as they fall due. But that such a declaration may be couched in language which clearly implies that the debtor means to pay nobody in full, and to place his assets at the disposal of his creditors, does not appear to me to be doubtful."

#### "Clough v. Samuel."

THE ABOVE *dicta* from the judgments in *Crook v. Morley* were quoted by STIRLING, L. J., in his judgment in *Re Reis*, and were taken as justifying the conclusion that in each case all the circumstances must be looked at; and that it was necessary to find, beyond a simple declaration of inability to pay, some evidence of an intention on the part of the debtor to suspend payment of his debts—that is, to abstain from paying his debts as they fall due, at least for a time. But, after all, these are generalities, and it is only from the circumstances of a particular case that any real help can be got. In *Re Reis*, on appeal *Samuel v. Clough*, the debtor was an outside stockbroker. In April, 1903, he executed a charge in favour of his bank for £3,200. In May he was in financial difficulties, and he instructed his solicitor to see his two largest Stock Exchange creditors with reference to his accounts with them. The accounts were not payable for three days, but the solicitor informed them on the 26th of May that there would be a difficulty in paying, and that he had the debtor's authority to permit them to close their accounts at once. It was suggested that the same permission should be given to the two other Stock Exchange creditors, and this was done. In consequence, all these creditors closed their accounts and took proceedings to recover their debts. The only other creditor for any considerable sum was the bank, to whom £1,100 was due under the charge. In the course of June, 1903, the four Stock Exchange creditors obtained judgments, and one of them served a bankruptcy notice, for non-compliance with which a receiving order was made. The question arose in the bankruptcy whether there had not been an act of bankruptcy on the 26th of May in the communication to the Stock Exchange creditors. WRIGHT, J., held that this was a notice of suspension of payment, but the Court of Appeal differed, and the judgment of that Court has now been affirmed by the House of Lords. Lord MACNAGHTEN delivered a dissentient judgment in which he laid stress on the debtor's hopeless insolvency. He had some uncollected debts which ultimately realized £60, he had £7 at his bankers, and he had to find forthwith some £10,000 or be declared a defaulter. He hoped for a rise in prices, but this was a mere speculation. Lord MACNAGHTEN considered that it must have been clear to the four stockbrokers, if they were persons of ordinary intelligence and knew anything about business, that the debtor was going to suspend payment, and that there had been an act of bankruptcy. The Lord Chancellor also recognized the debtor's actual insolvency, but he thought that his hope for a rise in prices, vain though it was, just saved him from giving a notice to suspend payment. He agreed that a business man would infer that the debtor was likely to suspend payment, but this would be from the circumstances and not from anything that was said. The debtor, in fact, hoped that he might pull through, and he communicated with his creditors in order to enable them to diminish their loss, not for the purpose of giving notice of suspension. Lord ROBERTSON agreed with the Lord Chancellor, and so made a majority. The net result appears to be that in deciding whether a statement is an act of bankruptcy, actual insolvency is not necessarily of importance. The point is not what the creditors would naturally infer from all the circumstances, but what the debtor means them to infer. The notice, if given, is his notice, and must be a notice that he actually intends a suspension of payment.

#### A Wife's Costs in Divorce Proceedings.

THE CASE of *Sheppard v. Sheppard*, upon which we commented recently (*ante*, pp. 529, 548), has now been reported at length (1905, P. 185), and it may be worth while to notice a passage at the end of the judgment in which the President calls attention to the illogical result which follows from the construction placed by the Court of Appeal in *Re Wingfield & Blew* (1904, 2 Ch. 665) on section 26 of the Matrimonial Causes Act, 1857. It will be remembered that the question touches the right of the solicitor of a married woman to recover from her husband the excess of solicitor and client costs over taxed party and party costs of divorce proceedings in a case where there has already been a judicial separation and an order for alimony. The above section provides that during the separation the wife shall be considered as a *feme sole* for purposes of contract,



and wrongs and injuries, and suing and being sued; and her husband shall not be liable for her contracts or wrongful acts or costs; provided that, if alimony has been decreed, and shall not be duly paid, he shall be liable for necessities supplied for her use. Now alimony is determined with a view to the wife's maintenance, and is not intended to cover such an item as costs incurred in divorce proceedings, although these, where recoverable from the husband, are only recoverable as being necessities. Hence the convenient construction would be that the section does not touch costs of the nature in question, but that these can still be recovered by the wife's solicitor, and this was the view of WARRINGTON, J., in *Re Wingfield & Blew* (*supra*). The Court of Appeal however, insisted on the literal reading of the section, and held that, where alimony was duly paid, no claim for costs could be maintained against the husband—other, of course, than party and party costs given against him in the proceedings. In *Sheppard v. Sheppard* the President refers to the judgment of WARRINGTON, J., as more nearly meeting the difficulties likely to be encountered in the Divorce Division than the decision of the Court of Appeal, though of course he recognizes that decision as binding. At the same time he points out that in a case of default in the payment of alimony, the proviso to the section will have a curious effect. Alimony, as already stated, is only intended to cover maintenance, and default in payment of alimony should therefore only let in claims for necessities incident to maintenance. There is, however, no such restriction in the proviso, and the solicitor's claim for costs will, upon such default, be let in as well. That, observes the President, seems to him to be illogical. Of course the trouble comes from applying section 26 to a case which it was never intended to meet. In *Sheppard v. Sheppard* the President held that he was not debarred by *Re Wingfield & Blew* from making the usual order for security for costs.

#### An Unusual Defence to an Action Against a Railway Company.

A REMARKABLE case was tried last week at the Swansea Assizes, in which the plaintiff attempted to recover damages from a railway company for very severe personal injuries. His story was that, while standing up to put something in the rack, the train by which he was travelling swerved violently, and in consequence he fell against the door; the door, not having been properly fastened, flew open, he fell on to the railway, and another train cut off both his legs. So far there was nothing very strange about the story, but the defence set up by the company was of a most unusual character. It was a complete denial of the truth of the plaintiff's statements, and an allegation that he had deliberately gone upon the line and placed his legs upon the rails in order to obtain compensation from the company and from the proprietors of various periodicals, copies of which containing insurance coupons were found upon him. After a trial of some length, the jury were unable to agree, and were discharged, so that it would be improper to express any opinion as to the merits of the case, especially as there will probably be another trial. It may, however, be said without impropriety that self-injury to such an extent merely for purposes of fraudulent gain is almost unheard of. Smaller injuries have often been self-inflicted to obtain compensation, but the sacrifice of both legs with such an object is probably unprecedented. In other countries men often seriously mutilate themselves in order to avoid army service, and in this country self-wounding is by no means uncommon. It is not often done, however, for purposes of gain. Of course, terrible injuries may be inflicted in an attempt to commit suicide, but such injuries need not be considered, as death was the object and the injuries were merely incidental to that object. Probably the most common reason for self-injury is the desire on the part of a person to conceal his crime by pretending that he himself was the victim of another's crime. There have been several cases in which a man charged with murder has been found more or less seriously wounded, and has relied on the defence that both he and the deceased were attacked by a third person who escaped. It has turned out, however, that the prisoner's wounds were self-inflicted and that he was in fact guilty. In another class of case a person has committed a larceny, and after

carefully concealing his spoil, has wounded himself and allowed himself to be found in an exhausted condition, suffering (he pretends) from the attack of a person who robbed him and disappeared. In such a case the wounds are seldom very serious, though they are often numerous; and a medical man, as a rule, finds little difficulty in forming an opinion as to their cause. It seems open to some doubt whether self-injury is of itself a misdemeanour at common law. It is, however, clearly laid down in the old books that it is a misdemeanour for a person to maim himself so as to render himself incapable of fighting for his king, or in order to attract the alms of the charitable. There do not seem to be any cases reported in modern times of indictment for self-inflicted maiming; but probably it would be held that it is a misdemeanour for any person to inflict upon himself any serious injury (though not amounting to maiming) without lawful excuse, whatever might be his object. In the Army Act it is provided that a soldier who injures himself in order to render himself unfit for service is guilty of an offence triable by court-martial. This, however, seems to be the only case in which self-injury is dealt with by statute.

#### Administration to Estate of Married Woman who has Obtained a Protection Order.

THE CASE of *Re Elizabeth Jones (Deceased)*, which was some time ago mentioned to the President of the Probate Division, shews how easily a hasty decision on a point of practice may, if uncorrected, be used as a precedent and involve those who rely upon it in useless expense. ELIZABETH JONES was a married woman who in August, 1899, obtained a separation order under the Summary Jurisdiction (Married Women) Act, 1895, against her husband on the ground of desertion. She died in May, 1903, leaving a small estate and having duly executed a will, but having appointed no executors. There was no evidence as to when she acquired her property. By section 5 of the Summary Jurisdiction (Married Women) Act, 1895, a separation order made thereunder is to have the effect in all respects of a decree of judicial separation. By section 25 of the Matrimonial Causes Act, 1857, "In every case of a judicial separation the wife shall from the date of the sentence, and whilst the separation shall continue, be considered as a *feme sole* with respect to property of every description which she may acquire or which may come to or devolve upon her, and such property may be disposed of by her in all respects as a *feme sole*, and on her decease the same shall, in case she shall die intestate, go as the same would have gone if her husband had been then dead." It would appear, therefore, that in the case of a married woman who has obtained a separation order under the Summary Jurisdiction Act, 1895, her husband's right on her death to the administration of her estate is only superseded by the Act with reference to such property as she has acquired since the date of the separation order. But this state of the law appears to have been overlooked upon an application in December last, on behalf of the next-of-kin of the deceased for a grant of administration, and the late President (Sir FRANCIS JEUNE) made a general grant of administration without requiring the husband to be cited. It was only when the order came to be drawn up in the registry, that it was found that the regular form adopted in such cases included only such property as the deceased had acquired since the date of the separation order. The matter was accordingly mentioned to Sir GORELL BARNES, who ordered the motion to be restored to the paper in order that the matter might be re-argued. The case was, it appears, not re-argued, and the order stands in the form used in the registry. We should not be surprised, however, if the decision of Sir F. JEUNE were to find its way into some book of practice, and it is much to be wished that the court could find some occasion for declaring that it was given under a mistaken view of the law.

Mr. Justice Phillimore, says the *Evening Standard*, is ambidextrous. While making notes of evidence at Glamorgan Assizes he wrote with his left hand when tired of using his right.

In an apartment attached to Mr. Justice Grantham's room at the Law Courts, says the *Daily Mail*, a pigeon recently made a nest, and is now hatching out its eggs there.

## The Effect of Part Payment in Keeping Alive a Debt.

We commented recently (*ante*, p. 563) upon the interesting decision of WARRINGTON, J., in *Re Chant*, and ventured to suggest a doubt as to its correctness. Our comments were based upon a brief report which did not shew what treatment was accorded to some important authorities—notably *Fordham v. Wallis* (10 Hare 217)—and they did not do justice to the arguments and judgment. Since then the case has been fully reported (53 W. R. 526; 1905, 2 Ch. 225), and it may be useful to recur to the subject for the purpose of shewing more accurately the precise point decided. The question relates to the effect of part payment of a simple contract debt, or of payment of interest, in keeping alive the debt for the purpose of claims against the real estate of a deceased debtor. The testator, who died in 1894, owed the plaintiff at the time of his death a sum of about £300 on a simple contract debt. By his will he bequeathed his personal estate to his wife, subject to payment of debts, and he devised his real estate as follows: Part was specifically devised to A. absolutely; part to B. absolutely; and the residue was devised to his wife for life, and then as to part to A. absolutely and as to part to B. absolutely. In 1895 the plaintiffs made an arrangement with the executors and the widow under which they received payments from time to time on account of their debt and interest. By 1897 the personal estate was exhausted, and after that year the payments were made out of the rents of the residuary real estate—that is, in effect, by the widow as tenant for life. These payments continued till 1903. Under these circumstances it had to be decided whether the payment out of the rents of the residuary real estate kept alive the simple contract debt (1) against A. and B. as residuary devisees in remainder, and (2) against A. and B. as immediate specific devisees, so as to entitle the plaintiffs to an order for administration of the whole of the real estate.

For common law actions the effect of payment of interest, or part payment of principal, in keeping alive a simple contract debt is well settled. No provision in this behalf is made by the Limitation Act, 1623, and the payment takes effect solely as implying a fresh promise to pay the debt or the balance of the debt. It follows that a creditor who relies upon the payment to exclude the statute must shew that the payment has been made under such circumstances that a promise to pay can be implied against the defendant, that is it must have been made by the defendant or by some person authorized to make it on his behalf.

In the case of specialty debts and debts which are charged upon land different considerations arise, the statutes which bar such debts making express provision for their being kept alive by part payment: see the Civil Procedure Act, 1833, s. 5, and the Real Property Limitation Act, 1874, s. 8. It will be sufficient at present to refer to the former of these statutes, which provides that if any acknowledgment of a specialty debt shall have been made "either by writing signed by the party liable by virtue of such . . . specialty . . . or his agent, or by part payment or part satisfaction on account of any principal or interest being due thereon" the creditor may bring his action for the money remaining unpaid and so acknowledged to be due within twenty years after the acknowledgment or part payment. We referred in our former article to the controversy which has arisen with regard to the effect of payment under this enactment, whether it sets free the action generally, as was held in *Roddam v. Morley* (1 De G. & J. 1), or whether, as was held in *Coops v. Cresswell* (L. R. 2 Ch. 112), it sets it free only as against the person making the payment either by himself or by his agent. The exact point decided in *Roddam v. Morley* was that payment of interest on a specialty debt of a testator by a devisee for life of real estate keeps the action on the specialty alive against the devisees in remainder; but the principle of the decision went much further, and it was considered both by WILLIAMS and CROWDER, JJ., whose opinion was taken by Lord CRANWORTH, C., and by the Lord Chancellor, that the effect of payment under section 5 of the Civil Procedure Act, 1833, was to set free the action generally. In *Coops v. Cresswell* Lord

CHELMSFORD, C., took the contrary view. He did not quarrel with *Roddam v. Morley* so far as it gave special effect to payment by a tenant for life as against devisees in remainder, but he declined to apply the principle generally that payment by one person liable by virtue of a covenant preserves the covenantor's remedy against other persons liable; in particular he declined to apply it to "the case of persons whose respective liabilities stand upon such totally different grounds as a devisee simply, a devisee for payment of debts, and a personal representative" (L. R. 2 Ch. p. 124).

The above cases were decided upon section 5 of the Civil Procedure Act, 1833, and they dealt with the liability of devisees in actions brought to render the real estate of a deceased covenantor available for payment of the specialty debt. To a considerable extent *Roddam v. Morley* was based upon the inconveniences which would result in prosecuting the claim if an acknowledgment or part payment were allowed to have a different effect as regards the various persons interested in the real estate. Viewed in this light it seems to establish the continued liability only of devisees, and might be considered not to touch the liability of the personal representatives. The action was against the heir and devisees under 3 & 4 W. & M. c. 14, s. 7, and Lord CRANWORTH, C., observed that the payment, if it kept alive the action at all, kept it alive in its entirety. "I think it clear," he said, "that the effect of [section 5 of the Civil Procedure Act, 1833] is to keep alive the original right of action. It certainly was intended to keep alive some right of action, and no action can be maintained which is not in effect an action against those who represent the whole inheritance." But the principle of the decision has been carried further than the technical reasoning would perhaps warrant, and in *Dibb v. Walker* (41 W. R. 427; 1893, 2 Ch. 429) CHITTY, J., considered that it applied so as to make a payment by the assignee of an equity of redemption effectual to keep alive the mortgagee's remedy on the covenant against the mortgagor's executor. And the principle that payment by any person interested or entitled to make it will keep alive the liability of other parties has been applied freely in cases where money is secured by mortgage or otherwise charged on land so that the payment takes effect under the Real Property Limitation Act, 1837, or section 8 of the Act of 1874: see for example *Chinnery v. Evans* (11 H. L. C. 115), *Bradshaw v. Widdrington* (50 W. R. 561; 1902, 2 Ch. 430), *Lewin v. Wilson* (11 App. Cas. 639).

The question in the present case of *Re Chant* (*supra*) is, to what extent the same principle applies where it is sought to make real estate liable for the simple contract debt of a deceased debtor? This was discussed in *Putnam v. Bates* (3 Russ. 188) and *Fordham v. Wallis* (10 Hare 217), and it seems correct to say that those cases establish that a payment by a person interested in the personal estate cannot keep alive the liability of the real estate, and *vice versa*: *Boatwright v. Boatwright* (L. R. 17 Eq. 71). This was admitted in argument on behalf of the plaintiffs in *Re Chant*, but the former cases were distinguished. A way for this argument had been prepared by CHITTY, J., in *Re Hollingshead* (36 W. R. 660, 37 Ch. 651), where it was held that payment of interest on a simple contract debt by a devisee for life kept the debt alive against the devisees in remainder, so that the creditor could make the real estate available in equity for payment of his debt under the Administration of Estates Act, 1833. CHITTY, J., admitted that the Limitation Act, 1623, applied to the equitable action by analogy, but it was necessary also to consider what effect was to be attributed in equity to payment of interest. As already stated, this does not at common law depend upon the statute, but upon judicial decisions which have implied from the payment a new promise. The learned judge pointed out that these decisions could not cover the point before him. "There have not been, and indeed there cannot be, any decisions in a court of law as to the effect of payment of interest on a simple contract debt by a tenant for life of real estate." He was prepared, however, to follow the analogy of the decisions at law, subject to proper effect being given to equitable considerations peculiar to the case. He did not discard the rule that a payment operates by way of implication of a new promise, but he treated the tenant for life as a person authorized to pay, and therefore to promise, on behalf of those in remainder. The payment, he said, "is sufficient evidence of a



continuance of the testator's contract to pay the debt, or (if it be necessary to have recourse to the somewhat subtle doctrine of a promise to pay) it is a promise to pay out of such real estate which he, as the person in possession of such real asset, is competent to give on behalf of the real assets generally, and so as to bind those who take in remainder."

If reference be made to the statement of the facts in *Re Chant* given above, it will be seen that this decision covers that case so far as relates to the residuary real estate. The payment of interest by the widow as tenant for life kept alive the debt against A. and B., who were entitled to the residue in remainder. Did it also keep alive the debt against A. and B. in respect of the specifically devised property in which there was no tenancy for life? WARRINGTON, J., held that it did, and it is to be noticed that his decision did not turn upon the fact that A. and B. were also entitled to the residuary estate. It might have been held that, since the widow was authorized as tenant for life to promise on behalf of A. and B. as remaindermen, the promise bound them to the full extent of their interest in the devised estate; that is, that it kept alive the debt against the specifically devised estate as well as against the residuary estate. But this was not the ground of WARRINGTON, J.'s, decision. His decision was based upon the principle established by *Roddam v. Morley* and *Dibb v. Walker*, that payment by any person entitled to pay keeps alive the debt against all parties to the action. *Roddam v. Morley* is satisfied by saying that payment by one devisee keeps the debt alive against the other devisees, but according to *Dibb v. Walker* it keeps it alive also against the personal estate.

As we pointed out in our former article, this is applying to simple contract debts decisions which are based upon the construction of section 5 of the Civil Procedure Act, 1833. It seems to have been suggested that no Statute of Limitations is applicable to a creditor's action for administration of real estate, but, however this may be, it is submitted that section 5 and the decisions upon it are not applicable, even by way of analogy, to a claim founded on a simple contract debt. If they were applicable, a payment by a devisee would seem to bind the personal estate, and *vice versa*, and this admittedly is not so. And the same result follows if section 5 is put out of the way and the case is argued *de novo* on the nature of the administration action. If a payment by one devisee liable keeps the action intact it is kept alive against the personal representative, who is a necessary party, as well as against the other devisees. The decision of WARRINGTON, J., however, did not go upon this ground, but upon the analogy of authorities which do not relate to simple contract debts. The true analogy seems to be to the common law doctrine that the payment only operates as a promise to pay, and therefore only against the person paying and persons on whose behalf he is authorized to pay. When the person paying is tenant for life, he is treated in equity as being authorized to pay on behalf of those in remainder, and it is submitted that this was all that was decided in *Re Hollingshead*. *Re Chant* goes further, and, in effect, says that one devisee can by his payment bind another. This is, of course, very different from holding that a payment by the personal representative will bind the devisees—which in our former article we suggested was the effect of the decision—but it is difficult to reconcile it with any theory as to the effect of payment in keeping alive a simple contract debt which will not also embrace the larger and erroneous proposition. WARRINGTON, J., in his judgment, does not seem to have referred to *Putnam v. Bates* and *Fordham v. Wallis*, and therefore he cannot be taken to have intended to overrule them, but it is difficult to see how his judgment is consistent with them.

In the House of Commons, on Monday last, Mr. MacNeill asked the Chancellor of the Duchy of Lancaster when the late Vice-Chancellor of the Duchy retired from that position; why had not the Vice-Chancellorship been filled up; and why had Mr. Hopkinson, K.C., the Principal of Owens College, Manchester, since January, 1898, who had since then ceased to practise at the bar, been appointed to discharge temporarily the duties of the office; and whether the post was to be offered to a member of that House. Sir W. Walrond said: The late Vice-Chancellor of the County Palatine resigned on the 19th of June last. I appointed Mr. Hopkinson to act as my deputy on account of arrears of work in the Palatine Court owing to Sir Samuel Hall's illness, and he has consented to act until the Long Vacation. As the office is an important one I have taken time to consider the claims of those eligible for it. I propose to make an appointment shortly.

## The Companies (Winding-up) Report.

THE chief fact emphasized by the Companies (Winding-up) Report for 1904, which has just been issued, is the continued decline in the number of companies which have the courage to face the rigour of section 10 of the Companies Act, 1900, and go to the public with a prospectus. The total number of companies registered in the years 1901 to 1904 inclusive have been 3,132, 3,596, 3,692, and 3,478, and of these the number issuing a prospectus have been 369, 358, 306, and 246. The result is that the division of companies into public and private, which was contemplated by the Act of 1900, has proved a failure. "In practice," says Mr. G. S. BARNES, the Comptroller of the Companies Department, "it has been found that no classification can be made on this basis, for a company cannot be considered of a private nature, even though no appeal is made to the public for subscriptions, if its shares are subsequently introduced on the Stock Exchange, and a market created for them there." In other words, company promoters have found means of getting at the public indirectly, and they are not under the necessity of following the procedure contemplated by the framers of the Act. This is one of the matters under the consideration of the Companies Committee, appointed by the Board of Trade, which is now sitting.

Another notable feature in the report is the decline in the amount of nominal capital of new companies, and also in the average nominal capital. Since 1899 the total amount of nominal capital has declined from nearly 230 millions to 84 millions, and as the decline in the number of companies registered has been only from 4,528 to 3,478, there has been a striking diminution in the average nominal capital for each company. In 1899 it was £50,700. In each succeeding year it has been less until in 1904 it was only £24,127. Mr. BARNES, who carries the figures back for ten years, sums them up by saying that there has been a general decrease in the number of registrations, and that, in addition to this, large companies have been supplanted by small ones. The result is made more clear by a table which classifies the companies of each year according to their nominal capital. The year 1904 saw only five companies with a capital exceeding a million pounds, as against thirty-five in 1896 and thirty-one in 1899. Since the latter year the decline has been continuous. On the other hand, companies with a capital of between £1,000 and £5,000 were 669 in 1895, and the number has increased almost year by year until in 1904 it was 1,129.

Mr. BARNES points out that the great diminution in the amount of nominal capital registered cannot be satisfactorily accounted for as due entirely to normal trade fluctuations, though these have without doubt been a contributing cause. He suggests that the principal cause is to be found in the large issues of the public funds which were made in the years 1900, 1901, and 1902, and the consequent weakening of the ability of the public to subscribe to new enterprises. He also points out that during the past twenty years a very large number of private firms—breweries, banks, and manufacturing concerns—have been converted into public companies, and this process is apparently falling off, partly owing to the fact that the supply of profitable businesses is not inexhaustible, and partly, perhaps, because the results of some of the converted businesses have been disappointing. It must not be forgotten, too, that many businesses in the past have suffered from over-capitalization, and where this has not resulted in cash loss to the public, yet an enormous amount of vendors' share capital has been created which has proved worthless. The general reduction in nominal capital may be a sign of a return to a sounder system of promotion, as well as of diminished funds and exhausted opportunities.

The registration of companies abroad is another matter which is engaging the attention of the present Companies Committee, though the figures shew that temporarily it has received a check. The idea seems to have "caught on" in 1902, when fifty-three companies were registered in Guernsey with a total nominal capital of eighteen million pounds. In 1903 the number was seventy-five, and the capital close on nineteen millions. In 1904 it dropped to sixty, and the total capital to some fifteen millions, and the chief diminution was in the

second six months of the year. Mr. BARNES suggests three reasons for the practice of registering companies abroad: (1) A desire to avoid the capital and other duties payable on registration in England; (2) a desire to avoid the restrictions imposed and the publicity required by the Companies Acts; and (3) the fact that the Companies Acts do not allow the payment of underwriting commission on the reconstruction of a company. He notes at the same time that there is one inconvenient effect of registration abroad which has not hitherto been appreciated. Companies registered under the Companies Acts (other than those not formed for profit) have statutory power to hold lands in mortmain, but this privilege does not extend to companies registered abroad, or in the colonies, or in Guernsey, and such companies require an express licence from the Crown to hold land.

Mr. BARNES includes in his report details of various companies ordered to be wound up which shew some of the evils still arising in the course of company promotion. Chief among these is the use which is made of debentures. A case is quoted where, upon the formation of a company in 1902, £4,250 of debentures were issued to the vendor as part of the purchase consideration. A winding-up order was made in 1904, and the unsecured liabilities were then £2,997, of which nearly the whole were for goods supplied in 1903 and 1904. The receiver for the debentureholders is realizing the estate, and there is no probability of any surplus for other creditors. Mr. BARNES observes that it is exceedingly difficult to suggest a cure for this state of things which may not produce far-reaching results in other directions, but it should be possible to postpone debentures issued to a vendor to ordinary trade liabilities. Several of the cases quoted by Mr. BARNES relate to companies formed under the Companies Acts to carry on the business of issuing bonds or endowment policies to the industrial classes. These are free from the restrictions and supervision imposed by statute on life assurance companies and on industrial and friendly societies, and the advisability of subjecting such companies to special legislation is now the subject of inquiry by a Board of Trade Committee, of which Mr. BUTCHER, K.C., M.P., is chairman.

## Reviews.

### Books of the Week.

**Wolstenholme's Conveyancing and Settled Land Acts:** The Vendor and Purchaser Act, 1874, the Conveyancing Acts, 1881, 1882, and 1892, the Land Transfer Act, 1897 (Part I.), the Land Charges Registration and Searches Act, 1888, the Land Charges Act, 1900, the Trustee Acts, 1888, 1889, 1893, and 1894, the Married Women's Property Acts, 1882 and 1893, the Settled Land Acts, 1882 to 1890, with Notes and Rules of Court. Ninth Edition. By BENJAMIN LENNARD CHERRY, LL.B., and ARTHUR EUSTACE RUSSELL, M.A., Barristers-at-Law. William Clowes & Sons (Limited).

**On the Interpretation of Statutes.** By the late Sir PETER BENSON MAXWELL, Chief Justice of the Straits Settlements and Legal Adviser in Egypt 1883-4. Third Edition. By A. B. KEMPE, Esq., M.A., F.R.S., Barrister-at-Law. Fourth Edition. By J. ANWYL THEOBALD, Esq., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

**A Digest of Equity.** By J. ANDREW STRAHAN, Esq., M.A., LL.B., Barrister-at-Law, Reader in Equity to the Council of Legal Education, and G. H. B. HENRICK, Esq., LL.D., Barrister-at-Law. Butterworth & Co.

**A Summary of the Law of Torts or Wrongs Independent of Contract.** By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. Eighth Edition. By the AUTHOR and J. GERALD PEASE, B.A., Barrister-at-Law. Butterworth & Co.

**Valuations and Compensations: A Text-book on the Practice of Valuing Property and on Compensations in Relation Thereto.** For the Use of Architects, Surveyors, &c. By Professor BANISTER FLETCHER, J.P., D.L., F.R.I.B.A., &c. Third Edition, Revised and rewritten. By BANISTER F. FLETCHER, F.R.I.B.A., F.S.I., and H. PHILLIPS FLETCHER, F.R.I.B.A., F.S.I., Associate Member of the Institution of Civil Engineers, Barrister-at-Law. B. T. Batsford.

**Reports of Prize Cases Determined in the High Court of Admiralty before the Lords Commissioners of Appeals in Prize Causes, and before the Judicial Committee of the Privy Council from 1745 to 1859.** Edited by E. S. ROSCOE, Barrister-at-Law, Admiralty Registrar of the Supreme Court. In Two Vols. Stevens & Sons (Limited).

## Correspondence.

### The Solicitor-General's Attack on Solicitors.

[To the Editor of the Solicitors' Journal.]

Sir,—The profession has so long regarded your publication as the official exponent of its duties and practices that I trust I may not be out of place in addressing you with regard to one at least of its complaints—namely, the recent uncalled-for attack by one of the law officers of the Crown upon us all as a body, promptly resented by such of us as have a voice in Parliament, and partly withdrawn.

What, I wonder, did Sir Edward Carson know of the practice of English solicitors in the preparation of wills? About as much as one of our office boys, so far as actual experience goes. The Solicitor-General is an Irishman who has only been here a few years, during which his time has been fully occupied as an advocate on the Common Law side, or as a politician; and yet this is the man who, as a responsible law officer of the Crown, clothed with the dignity of his office, his statements accredited and vouched for by the responsibility of his position, ventures to throw dirt at our profession.

Of his own knowledge he could not speak, and therefore these words were not the outcome of personal experience. As the result of information, acquired in reliable directions, it is impossible that his remarks can have been the outshoot because they were not founded on fact.

A PRACTISING SOLICITOR.

London, July 27.

## Cases of the Week.

### High Court—Chancery Division.

HOOPER & ASHEY v. WILLIS. Kekewich, J. 25th July.

COVENANT IN RESTRAINT OF TRADE—LIMITATION AS TO TIME AND SPACE—REASONABLENESS—VALIDITY—INFANCY—IMPLIED NEW CONTRACT.

This was an action brought by the plaintiffs, who were a firm of builders' merchants carrying on business at Southampton, Bournemouth, and elsewhere, against the defendant for an injunction to restrain him from carrying on business as a builders' merchant in breach of a covenant which he entered into when he entered the plaintiffs' employ. The defendant entered the plaintiffs' employ on the 29th of September, 1896, when he was an infant, and signed an agreement of that date, whereby the plaintiffs purported to take him into their employ upon the terms therein mentioned, but this agreement was not signed by anyone on behalf of the plaintiffs' firm. By clause 3 of the agreement the defendant agreed that he would not for the space of fourteen years after the termination of his employment with the plaintiffs, whether such employment should be terminated by the plaintiffs or the defendant, at any place within a radius of thirty miles from either the Town Hall at Bournemouth, or the Barge at Southampton, carry on or be in any way concerned or interested in carrying on, directly or indirectly, as principal, clerk, agent, manager, or traveller, or in any other capacity the business of a builders' merchant or manufacturer of or dealer in cement, lime, bricks, plaster, laths, whitening, and any other building materials which at any time during his employment should be manufactured by or dealt in or sold on commission by the plaintiffs, or any other business, trade, or manufacture not within the foregoing provision of the same or a like nature or character as the business then carried on by the plaintiffs. The defendant came of age in April, 1898, and remained in the employ of the plaintiffs until the 22nd of August, 1903, when he left of his own accord. The defendant was always employed at the plaintiffs at Bournemouth, first as clerk and afterwards as traveller, and his wages were raised from time to time until they amounted to £110 a year. The defendant had recently set up in business on his own account as a builders' merchant at Broadstone, and built a depot there, this place being within seven miles of the Town Hall, Bournemouth, and the plaintiffs brought the present action to restrain him from committing this breach of his covenant. For the plaintiffs it was contended that the agreement was for the benefit of the infant; secondly, that the contract was not void, only voidable, and therefore must be speedily repudiated; and, thirdly, that the courts would in such a case readily assume that a fresh contract had been entered into on the basis of the original agreement, and also that the covenant in clause 3 was severable. *Evans v. Ware* (1892, 3 Ch. 502), *Brown v. Harper* (68 L. T. 488), *Davies v. Lounes* (64 L. T. 655), *Price v. Green* (16 M. & W. 346), *Underwood v. Barker* (1899, 1 Ch. 300) were relied upon. For the defendant it was argued that the agreement was void as not being for the benefit of the infant, inasmuch as there was no reciprocal contract on the part of the plaintiffs to take him into their employ. That no fresh agreement had been proved, and that clause 3 was unreasonable, and therefore not binding on the defendant, as it was too wide in three material elements. The restraint upon the defendant as to what he might not do was much wider than was necessary for the plaintiffs' protection. The radius was too wide, as the defendant had never been employed at Southampton, and also the restraint as to time was too wide.

KEKEWICH, J.—This case belongs to a class of cases that are very numerous at the present time. I do not know whether it is because covenants of this kind are more frequently entered into, or because the breaches of them have become more numerous. The first thing I notice is the fact that though the plaintiffs agreed to take the defendant into



employ upon the terms of an agreement, nevertheless this agreement was never executed or signed on behalf of the firm. It was acted upon in the sense that they took him into their employ and paid him wages, but there was nothing to prevent them from dismissing him at a moment's notice, and therefore it is difficult to see how this agreement could be for the benefit of an infant. It is immaterial for this purpose whether it was void or voidable because there is no doubt that after the defendant came of age he renewed the contract and continued in the employment, although not on the same terms, in that he was no longer a clerk, and his wages were raised; but the plaintiffs relied upon his being bound by the agreement, and the defendant was aware that such agreement had purported to have been entered into. Under those circumstances I should have no difficulty in holding that, even if the agreement were void or voidable *ab initio*, the defendant had entered into a fresh agreement to continue his services on the terms of the original agreement, including clause 3. The next point is as to the reasonableness of this clause. Chitty, J., in *Badische Anilin und Soda Fabrik v. Schott, Segner, & Co.* (1892, 3 Ch. 447), said: "In considering the question of reasonableness, the points to which the attention of the court is specially directed are the limits of time and of space and the protection required for the trade of the covenantee, this latter point involving the examination of the nature and extent of the trade." Taking the latter point first, there is in clause 3 an enumeration of a good deal of what the plaintiffs did do and a good deal of what they did not do, and a great deal of what was outside their business altogether, and the result is that the defendant could be restrained under this covenant from doing almost anything. But several cases cited to me, more especially *Davies v. Llewellyn* (64 L. T. 655), shew that a covenant of this nature was severable, and that however wide the covenant might be the covenantee was entitled to pick out the particular item in respect of which the breach occurred and sue upon that item. The result of that mode of construction, following it to its logical conclusion, is that anything might be put in a covenant of this nature; but that was the construction adopted by the authorities. The result is that, notwithstanding the exceedingly wide terms of this covenant, the plaintiffs can come and ask for an injunction to restrain the defendant from doing that which they do not want him to do—viz., from carrying on the business of a builders' merchant, and abandon the rest of the covenant. Then as to the time. Fourteen years was a long time to restrain the defendant from carrying on the business in which he had been brought up. The plaintiffs say that that period is necessary, as they have a number of old customers, while on the other hand it is said that the plaintiffs have admitted that the period is too long by offering to reduce it to seven years. But upon the whole of the evidence I am not prepared to say that the fourteen years is excessive and unreasonable. Then we come to the question of area. From first to last the defendant was employed at Bournemouth. Is it in excess of the reasonable protection required by the plaintiffs to say that the defendant shall not carry on business within a radius of thirty miles from either the Town Hall at Bournemouth or the Bargate at Southampton? In *Underwood & Son v. Barker* (1899, 1 Ch. 300) it was held by the Court of Appeal that a covenant not to carry on the business of a hay and straw merchant in the United Kingdom, or in France, or in the kingdom of Belgium, or Holland, or in the Dominion of Canada, was severable, and that the defendant could be restrained from carrying on the business in the United Kingdom. It would require no arguments to shew that if those countries were not severable the area was far too wide, but it was plain on the construction of the covenant that they were separate areas, and the covenant was upheld as regards the United Kingdom. If that is the proper construction of this clause the same result will follow, but is it? I think that one area only was included, and adopting that conclusion I am of opinion that that area was larger than was reasonably required for the protection of the plaintiffs' trade, and therefore the action must be dismissed.—COUNSEL, *Stewart Smith, K.C.*, and *Mark Romer*; *P. O. Lawrence, K.C.*, and *G. F. Hohler*. SOLICITORS, *Bramall & White*, for *Page & Gulliford*, Southampton; *Routh, Stacey, & Castle*, for *W. Eaton Burt*, Christchurch.

[Reported by B. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

**BEHRENS v. RICHARDS AND OTHERS.** Buckley, J. 19th, 20th, 21st, and 22nd July; 1st August.

TRESPASS—EXISTING USER OF WAYS—ABSENCE OF INJURY TO LANDOWNER—FORESHORE—ACCESS TO THE SEA—DUTIES OF LANDOWNER—INJUNCTION.

This was an action for trespass against eleven defendants, who were Cornish fishermen and others of a like station, brought to negative alleged rights of highway over land adjoining the coast in the parish of St. Hilary, in Cornwall, to certain coves called King's Cove, Piskie's Cove, and Bessie's Cove. These roads or paths, which were called in the action the green way, the purple way, and the red path, had been used by fishermen for many years for reaching their boats and carrying fish up from the sea, and in the case of the path to Bessie's Cove had been used by persons to explore the natural caverns there. The plaintiff, Mr. L. W. F. Behrens, had acquired several acres, including the coast where these coves were situated and the adjoining land, about eighteen months before the action. In order to prevent the country people from using the disputed ways, the plaintiff had dug a trench across one road and had built a wall there. This was not done in the course of the erection of new buildings or of any development of that part of the property for new purposes. He had also put up a fence across the junction of two of the roads, had filled up a gap leading to one of them, and had planted hyacinths on a piece of land where carts using the roads passed each other. The defendants filed up the trench, pulled down the wall and fence, and trampled on the hyacinths. They pleaded that the ways were highways, and they had only done what was necessary in order to use the highways.

BUCKLEY, J.—As regards the passing place the matter is too insignificant to require the intervention of the court. It was no inconvenience or injury to the plaintiff, and there was no reason why he should plant it with hyacinths. As regards the ways in question, the action is not so constituted as that I can determine so as to bind the public whether there be public rights over these ways or not. The Attorney-General is not a party. I have only to decide whether the defendants have as a matter of defence made out a public right of way. In my opinion the evidence falls short of establishing the defence that these ways are common and public highways. The order will therefore contain an expression of the opinion of the court to that effect. But it does not follow that the plaintiff is entitled to the formidable weapon of an injunction of this court. He asks the court by injunction to forbid the continued user of ways which have in fact for many years past been enjoyed, and whose enjoyment is no injury to the owner of the land, unless and until, under altered circumstances, the reasonable enjoyment of his property is affected by its continuance. No doubt it is the law that upon the foreshore of this country and the rough cliff paths which exist in many places along the coast, the public have not a right of way recognized by law, and no doubt it is true that rights of property are, as a general proposition, entitled to protection by, if necessary, an injunction of this court. But it does not follow that if the owner of the foreshore—say at some well-known seaside resort—came to this court for an injunction to restrain the nurserymaids from wheeling their perambulators on the sand or the children from playing on the rocks, this court is bound to make, or in the absence of good reason would make, such an order. In *Llandudno Urban Council v. Wood* (43 SOLICITORS' JOURNAL, 689; 48 W. R. 43, [1899] 2 Ch. 705) Cozens-Hardy, J., refused it. The existing security of the tenure of land in this country is largely maintained by the fact that the owners of land behave reasonably in the matter of its enjoyment. It would, in my judgment, be a disastrous thing, not for the public only, but for the landowners also, if this court at the caprice of the landowner, not because circumstances have altered, but merely because he was minded that it should be so, entertained every trivial application to restrain persons from using paths which, though not public highways, have in fact been used by permission of the owners for many generations, and whose user is no injury to the owner of the land. The plaintiff has offered to make a disclaimer in terms which I will read presently. For the reasons given I do not think that the plaintiff is entitled to an injunction. The judgment which I pronounce is this: The court being of opinion that the defendants have failed to establish any right of public cartway or public footway over the purple way, the green way, and the red path, or any of them, as public highways, and the plaintiff voluntarily disclaiming any intention of preventing the fishermen in the district from reasonably exercising their calling, or of refusing to permit the defendants or any member of the public to exercise reasonable passage to or from such portions of the foreshore abutting on the plaintiff's property for the purpose of fishing or enjoying the beauties of the locality as may not from time to time interfere with his own or his tenants' user and enjoyment of his property, the court doth not think fit to make any order except that the defendants do pay the plaintiff 40s. damages.—COUNSEL, *Atbury, K.C.*, *C. A. S. Garland*, and the *Hon. T. H. Watson*; *J. G. Wood* and *J. R. Randolph*. SOLICITORS, *Collyer-Bristow, Hill, Curtis, Booth, & Co.*, for *J. Jewell Hill*, Penzance; *Cooke, Kingdon, & Cotton*, for *Edward Boase*, Penzance.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

**JELKS v. HAYWARD. HACKNEY FURNISHING CO. (Claimants).** Div. Court. 18th May.

COUNTY COURT—HIRE-PURCHASE AGREEMENT—WRONGFUL SALE BY HIGH BAILIFF OF GOODS TAKEN IN EXECUTION.

Appeal from the County Court of Southend upon the trial of certain interpleader proceedings. By a hire-purchase agreement dated the 25th of March, 1904, the defendant hired certain articles of furniture with an option to purchase; the agreement contained a clause whereby the claimants might, without notice, determine the hire and retake possession upon the seizure of the articles in execution. Under a warrant of execution in respect of a county court judgment the high bailiff seized the goods on the 7th of June and sold them on the 18th of June, paying the proceeds into court. The claimants only heard of the execution after the sale was completed, when they formally demanded the proceeds. Interpleader proceedings were commenced, during which the judgment creditor admitted the title of the claimants, who then gave notice under ord. 27, r. 8, of the County Court Rules claiming damages against the high bailiff for that "he seized and took away the goods and chattels, the property of the claimants, and converted them to his own use." The county court judge gave judgment for £32 10s. and the high bailiff appealed. Counsel for the appellants contended that he did not commit a conversion by seizure, for the hire did not terminate till after the seizure. The goods were in the custody of the law for the purpose of the sale. The high bailiff cannot commit a tort by sale (section 156 County Courts Act, 1888). The point was never taken in *Ormerod v. Crane* (1903, 2 K. B. 37). The reasoning in *Goodlock v. Cousins* (1897, 1 Q. B. 588) is applicable to the present case. Counsel for the respondents argued that immediately the high bailiff seized the goods, the respondents were entitled to take possession (*Florence v. Mullinson*, 3 Q. B. D. 484), and they were therefore entitled to maintain trover. *Manders v. Williams* (1 C. & P.) shews that the tort was committed by the sale and delivery. In *Bradley v. Cope* (1 C. B. 685) there was no demand for

possession and no right to seize the goods till default in payment and demand.

THE COURT (LORD ALVERSTONE, L.C.J., and KENNEDY and RIDLEY, JJ.) dismissed the appeal.

LORD ALVERSTONE in the course of his judgment said: We ought not to interfere with the decision of the county court judge. The goods were the claimant's property. The liability of the high bailiff who sells goods taken in execution is the same as that of a sheriff. I adhere to the view that we expressed in *Crane v. Ormerod*, that there is no special privilege in favour of a high bailiff which does not apply to a sheriff. If the high bailiff sells goods of which the owner is entitled to take possession at the time of the sale he is liable to trover. I am unable to see that the right to sue in trover depends upon any notice given to the sheriff or the high bailiff. Under this hiring agreement the claimants had the right to take possession of the goods immediately upon their being seized in execution. The County Courts Act, 1888, affords the high bailiff no protection. The effect of the decision in *Goodlock v. Cousins* (1897, 1 Q. B. 348) is that where the procedure of section 156 is followed, and the claimant fails to fulfil the conditions imposed upon him by that section, it is not for him to say that the sale was wrongful and that the purchaser did not obtain a good title to the goods sold. There is nothing in that decision which conflicts with the general principle which has been referred to. The appeal must be dismissed.

KENNEDY and RIDLEY, JJ., concurred.—COUNSEL, *Montague Lush, K.C., and Edge; Foote, K.C., and W. de B. Herbert.* SOLICITORS, *Todd, Dennis, & Lamb; Syrett & Sons.*

[Reported by MAURICE N. DECOQUE, Esq., Barrister-at-Law.]

### Bankruptcy Case.

*Re DUNKLEY & SONS. Ex parte WALLER.* Bigham, J. 17th July; 1st Aug.

BANKRUPTCY—PAYMENT TO CREDITOR AFTER PETITION—PROTECTED TRANSACTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 49.

Motion to set aside a deed of assignment executed by the bankrupts after the presentation of the petition. In November, 1904, the bankrupts had applied to the Inland Revenue authorities for the return of income tax which they had overpaid. On the 23rd of November an order was made for the repayment to them of the sum of £117 16s. 9d. On the 28th of November they committed an act of bankruptcy by failing to comply with the requirements of a bankruptcy notice, and on the 1st of December a bankruptcy petition was presented against them. On the 5th of December they executed an assignment of the moneys due to them from the Inland Revenue to the respondent Crane in security for a past debt. Crane had no knowledge of the act of bankruptcy or of the presentation of the petition, nor had the bankrupts any intention to prefer Crane to other creditors. The trustee now sought to set aside the assignment, and contended that the creditor could not get security for a past debt after petition presented, because the property assigned had ceased to be the debtor's; it was the property of the trustee. He admitted that the transaction was not a fraudulent preference because it was after petition presented, but he contended that it was not protected by section 49 of the Bankruptcy Act, 1883, and relied on *Re Badham, Ex parte Palmer* (10 Morr. 252). For the creditor it was pointed out that in *Re Badham* the payment was made with a view to prefer, and reliance was placed on *Re Seaman, Ex parte The Furness Finance Co.* (44 W. R. 496; 1896, 1 Q. B. 412).

BIGHAM, J., held that, the assignment having been given *bond fide* for good consideration, and taken without notice of any act of bankruptcy, the transaction was protected by section 49 of the Bankruptcy Act, 1883. He distinguished the case of *Re Badham* by the fact that in that case the payment in question, if made before petition, would undoubtedly have been set aside as a fraudulent preference, and was not made in good faith, whereas in the present case there was no suggestion of bad faith. Application dismissed.—COUNSEL, *Hansell; Herbert Smith.* SOLICITORS, *Ward, Bowie, & Co.; W. J. Hart.*

[Reported by P. M. FRASCKE, Esq., Barrister-at-Law.]

### Solicitors' Cases.

*Re A SOLICITOR. Ex parte THE INCORPORATED LAW SOCIETY.* Div. Court. 1st Aug.

PROFESSIONAL MISCONDUCT—ASSISTING IN SIMONICAL TRANSACTION—CAUSING CLERGYMAN TO MAKE FALSE DECLARATION UNDER BENEFICES ACT, 1898.

This was a charge against the respondent for knowingly and intentionally inducing one W. T. Brown, the patron of a living, and the Rev. W. H. Healey, who was presented to such living, to commit an act of simony, and by preparing a lease which he knew did not disclose the real consideration for the rent reserved to assist the parties above mentioned in committing the offence of simony, and that the respondent intentionally caused the Rev. W. Holland Healey to make a declaration under the Benefices Act, 1898, which he knew to be false. The facts as set out in the Statutory Committee's report were as follows: In September, 1904, the respondent sent a circular to the Rev. W. H. Healey giving particulars of a living now falling vacant which was worth £346 19s. 7d. with a rectory. The Rev. W. H. Healey went to see the respondent and was informed that anyone who was presented to the living must accept a lease of a small property for which he would have to pay £50 per annum. Mr. Healey subsequently informed the respondent that he would accept the lease, and signed the counterpart of

the lease. The lease was dated the 7th of October, 1904, and purported to demise a certain messuage called the Dove House, situated at Brent Eleigh, then in the occupation of Major Pearson, to Mr. Healey for a term of twenty-one years from the 29th of September, 1904, at a yearly rent of £50. The lease contained provisions for the determination of the term in the event of Mr. Healey dying or ceasing to be rector of the living before the expiration of the term, and a provision for a renewal in the event of Mr. Healey continuing to be rector at the expiration of the lease. Mr. Healey was instituted to the living on the 22nd of December, 1904, having previously made the statutory declaration required by the Benefices Act, 1898, that there had been no promise or covenant for any sum of money and that there had been no consideration for the institution. The respondent received from the patron the sum of £37 3s. 9d. as a commission, calculated at 5 per cent. on £743 15s., the capital value of an annuity of £50 during the life of Mr. Healey. The patron's agent, a Mr. Terry, admitted that the property in question was a cottage or lodge worth about 1s. a week, and was included in Major Pearson's property. The committee found that the respondent was aware that the above-mentioned transactions were simoniacal, and that, in furtherance of such transactions, the respondent prepared and obtained Mr. Healey's signature to the lease which he knew was void in law, and that the respondent was also aware that the declaration under the Benefices Act, 1898, would have to be made by Mr. Healey on institution; that the respondent, who acted as Mr. Healey's solicitor, was not justified in omitting to point out to him the grave consequences of his entering into the transaction, involving, as it necessarily did, his making a false declaration.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and RIDLEY, JJ.) suspended the solicitor for one year and ordered him to pay the costs of the inquiry.

LORD ALVERSTONE, C.J.—It is not possible for us to take a lenient view of this case. The transaction is about as bad as it could be, especially as nothing would have been heard of it but for the circumstance of Mr. Brown dying. On the defendant's own admission it is clear that the £50 which Mr. Healey was to pay had nothing to do with any property he was to get, and it could only be connected with the living, and that is conclusively proved, because in September, 1904, Mr. Brown paid to the respondent £37 3s. 9d., calculated at the rate of 5 per cent. on the capital value of an annuity during the life of Mr. Healey, and the Statutory Committee have come to the opinion that that was professional misconduct. Can we say on any grounds it was not? It seems to me that, according to the respondent's own statement, he has been a party to a transaction that no respectable solicitor would be party to. The order of the court will be that Mr. Broughton Rouse, of 61, Clarkehouse-road, Sheffield, be suspended for twelve months and pay the costs of the inquiry and of this motion.—COUNSEL, *F. W. Hollams; Abinger.* SOLICITORS, *E. W. Williamson; Cruickshank & Rouse.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

### Solicitor Ordered to be Struck Off the Rolls.

July 31.—ALFRED FOSSICK.

### Solicitors Ordered to be Suspended.

July 31.—ALFRED HARRISON, 48, Victoria-street, Blackburn, to be suspended for twelve months.

July 31.—EDWARD BROUGHTON ROUSE, 61, Clarkehouse-road, Sheffield, to be suspended for twelve months.

The Melbourne correspondent of the *Daily Mail* says that Miss Grata F. Matilda Greig, the first woman to be called to the bar at Melbourne, made her first appearance in court on Tuesday last. Sir John Madden, the Chief Justice, in a few graceful remarks congratulated Miss Greig on her unique position, and expressed his gratification at the revolution which her success heralded.

In the House of Commons, on Wednesday last, Mr. Whitmore asked the First Lord of the Treasury whether, in view of the fact that the Unemployed Workmen Bill would introduce new methods for providing employment for able-bodied persons beyond the limits and conditions of the Poor Law, his Majesty's Government would consider the advisability of the appointment at an early date of a Royal Commission to inquire into the working of the Poor Law, and the results of the action of the borough councils in finding work for the unemployed in pursuance of orders and circulars from the Local Government Board, in order to ascertain how far the administration of the boards of guardians and borough councils is efficient, and to what extent, if any, the existing power of the Poor Law authorities are inadequate and unfitted to modern industrial needs and conditions. Mr. Balfour said: I have to say, on behalf of his Majesty's Government, that, having given full consideration to the question, we are of opinion that the time has now come when full inquiry into the subjects referred to by my hon. friend ought to be undertaken. There has been no such inquiry, so far as I know, since the great inquiry in the thirties, which resulted in the passing into law of the new Poor Law Act; and we think the time has now come when a survey of the subject under new conditions, and in connection with modern requirements, ought to be undertaken. In ordinary circumstances, and on a subject like this, Governments have a reluctance to lay themselves open to the charge that they are appointing an inquiry in order to postpone action; but in the present case, as the House knows, we are anxious that the Unemployed Bill, as modified by the amendments of my right hon. friend the President of the Local Government Board, should be tried as an experiment for three years, and before these three years have elapsed I think we may reasonably hope that even so vast a subject may be thoroughly surveyed by the Commission which we desire to appoint.



## Law Societies.

### The Law Society.

#### COUNCIL ELECTION, 1905.

The following is the report of the scrutineers, which was presented at the adjourned general meeting of the society on the 2nd of August, 1905:

We, the undersigned, four out of the five scrutineers duly appointed at the general meeting of the society, held the 14th of July, 1905, to receive and examine the voting papers, and to certify the result of the election of candidates for the Council, report as follows: The secretary handed to us, on Tuesday, the 1st of August, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us. The first schedule hereto annexed contains a statement of the total number of voting papers received, and the number of papers rejected, with the grounds of rejection. The second schedule contains a statement of the total number of votes given in favour of each candidate. The third schedule contains the names of those candidates whom we find and certify to be duly elected. The voting papers have been closed up under our seal.

#### THE FIRST SCHEDULE

Referred to in the annexed report.

##### VOTING PAPERS RECEIVED, REJECTED, &c.

The number of voting papers received was 3,935, of which there were:

(a) Received after the prescribed date	...	47
(b) Unsigned	...	5
(c) No name struck out	...	1
(d) Unsigned and no name struck out	...	3
		56

#### THE SECOND SCHEDULE

Referred to in the annexed report.

##### VOTES IN FAVOUR OF EACH CANDIDATE.

	Total Votes.
H. Atlee	2,873
J. S. Beale	2,960
E. J. Bristow	2,973
H. Clifton	1,967
S. Garrett	2,479
W. E. Gillett	2,957
W. Godden	3,043
Sir J. Hollams	3,141
W. J. Humfrys	3,162
C. E. Mathews	3,199
J. F. Milne	3,170

#### THE THIRD SCHEDULE

Referred to in the annexed report.

##### NAMES OF CANDIDATES DULY ELECTED.

	Total Votes.
C. E. Mathews	3,199
J. F. Milne	3,170
W. J. Humfrys	3,162
Sir John Hollams	3,141
W. Godden	3,043
E. J. Bristow	2,973
J. S. Beale	2,960
W. E. Gillett	2,957
H. Atlee	2,873
S. Garrett	2,479

W. J. FRASER, *Chairman*.  
FREDK. GRO. CORDWELL.  
EDWD. WILLIAMS.  
FRANK WHITFIELD.

August 1, 1905.

### The Nottingham Incorporated Law Society.

The half-yearly meeting of the Nottingham Incorporated Law Society was held on the 26th ult.

The chair was occupied by the president, Mr. J. A. H. Green, and among those also present were the Town Clerk (Sir Samuel Johnson), the Official Receiver (Mr. E. Wynne Humphreys), Mr. A. Barlow, Mr. J. K. Wright, Mr. J. C. Warren, Mr. F. Wadsworth, Mr. H. H. Carter, Mr. J. Johnstone, Mr. A. Browne, Mr. H. Crowdsom, Mr. J. W. Briggs, Mr. C. L. Rothera, Mr. W. H. Hutton, Mr. T. W. Julian, Mr. J. A. Simpson, Mr. H. P. Day, Mr. P. Woodward, Mr. E. B. Stocker, Mr. A. T. Wallis, and others.

The occasion was marked by a presentation to Mr. Arthur Barlow, who for eighteen years has been the secretary of the society. The presentation took the form of a handsome silver bowl, gold watch and chain, and illuminated address. The latter was as follows:

#### NOTTINGHAM INCORPORATED LAW SOCIETY.

To ARTHUR BARLOW, Esq.

The members of the Nottingham Incorporated Law Society desire to express to you their high appreciation of the zeal and ability with which

you have discharged the duties of secretary of the society, an office which you have filled for eighteen years, and from which you have recently retired. The work that has devolved upon you during your extended period of office has been onerous and arduous, and you have devoted yourself to it ungrudgingly.

The members ask you to accept the accompanying pieces of plate as a token of their esteem and gratitude.

Dated the 26th day of July, 1905.

Signed on behalf of the members,

J. A. H. GREEN, President.  
J. TREVELYAN WARD, Treasurer.  
EDWARD H. FRASER, Secretary.

The PRESIDENT expressed pleasure at the fact that that occasion had fallen during his presidency, because he had seen a great deal of Mr. Barlow ever since the time of entering into articulated clerkship. From that period onwards they had met upon many occasions, sometimes in the courts, where the atmosphere was electric, but there had been nothing even when engaged in the strongest opposition to jar the strong regard which he had for Mr. Barlow. It was a very pleasant feature of their professional life that whatever their rivalry when engaged in temporary conflict their esteem for one another did not suffer. That Mr. Barlow possessed their regard and esteem was evident in such a case as that. No man who did not could possibly have been re-elected as he had been from year to year by the members of that society. The period covered was nearly two-thirds of the existence of the society, and for one man to have filled that position for so long a period in an organization composed of nearly all the practising solicitors in the city shewed the feeling with which he was regarded. He had conducted the affairs of the society during the past eighteen years in a very worthy manner, and had always maintained the dignity of the profession in the work which he had done.

Mr. BARLOW, in returning thanks, referred to the pleasure which he had found in serving the interests of the society. His thanks were due to the whole of the presidents who had filled the chair during his secretaryship. Three of them, Mr. Williams, Mr. Roby Thorpe, and Mr. Richard Enfield, had unfortunately joined the great majority, and another esteemed president, Mr. Henry Wing, he was sorry to say, no longer took an active interest in his work. He (Mr. Barlow) would be very proud of their gifts, and still more proud of the fact that they represented esteem and respect for him upon the part of the whole of the profession in Nottingham, for which he was more than grateful.

### Manchester Incorporated Law Association.

The sixty-sixth annual meeting of the Manchester Incorporated Law Association was held at the Law Library on Monday afternoon last. Mr. NORTON (president) was in the chair, and there were also present Mr. E. J. Carlisle, Mr. J. F. Milne, Mr. W. H. Hewitt, Mr. J. B. Parkinson, Mr. A. E. Paterson (hon. sec.), and others.

According to the annual report, the association now consists of three hundred and thirteen members, a net increase of fourteen during the year. Since the last annual meeting twenty-six new members have been elected. At the annual provincial meeting at Portsmouth the president, on behalf of the association, invited the Law Society to hold its provincial meeting in Manchester in 1906. This invitation will be considered by the Council of the Law Society in due course. The provincial meeting will be held this year at Leeds.

#### THE CHAIRMAN'S ADDRESS.

The CHAIRMAN, in moving the adoption of the report and accounts, said the year had been a busy one with many matters which had called for notice and attention, not only on behalf of the profession itself, but also on behalf of that much larger body to whom they looked for support—the public at large. Enough was shewn in the report to prove that work of a very substantial character had been done, and with a fair measure of success. The question of legal education had been largely to the fore, and the efforts of the committee had resulted in a substantial advance being made towards the better education of articulated clerks in Manchester and district, with the prospect of very largely increased grants from the London Law Society for this purpose. The committee had suffered a very severe loss in the death of Mr. Doyle, who took a very active part in all matters affecting the association, and particularly those matters which dealt with legal education. The committee and the association had also sustained a heavy loss in the death of Mr. G. P. Allen, who had served the office of treasurer for many years. The Licensing Act of 1904 had occupied a good deal of the association's time, and it was much to be regretted that the representations which were made to the clerk of the peace and in other quarters did not meet with the appreciation they undoubtedly deserved. In regard to the office of registrar of the Manchester Probate Registry, steps were still being taken, in view of the fact that the probate registrar was also appointed joint registrar of the High Court, to influence and bring about the appointment of a gentleman who must have had the legal training and experience which were so necessary to qualify him for the latter position. The president, in conclusion, urged on members the claims of the London Law Society and the Solicitors' Benevolent Association.

The resolution was seconded by Mr. BLAND, and adopted.

The following officers for the ensuing year were then appointed: Mr. E. J. Carlisle, president; Mr. G. H. Hankinson, vice-president; Mr. J. F. Milne, hon. treasurer; Mr. A. E. Paterson, hon. secretary. The following committee was also appointed: Messrs. H. P. Addleshaw, W. S. Boddington, S. F. Butcher, G. H. Charlesworth, W. Cobbett, C. J. Cooper, C. J. E. Crose, R. A. Edgar, G. W. Fox, W. H. Foyster, B. Goodfellow, W. Greg, E. E. Hankinson, E. Hewitt, W. H. Hewitt, H. H. Humphreys,

J. Macdonald, A. F. Maclure, J. Marriott, W. H. Norton, L. A. Orford, J. B. Parkinson, H. C. Raby, M. J. Rigby, M. J. Riley, C. H. Stott, A. Tarbolton, W. H. Welsh, R. W. Williamson, and C. S. Wilson.

The following are extracts from the report of the committee:

**Members.**—The association now consists of 313 members, being a net increase of fourteen during the year. Since the last annual meeting twenty-six new members have been elected.

**Licensing Act, 1904.**—Your committee carefully considered the provisions of this Act relating to the framing of rules for the procedure before the committees of quarter sessions to be appointed under the Act, and appreciated the importance of securing to solicitors the right of audience before such committees similar to that which they have hitherto had before the licensing justices at petty sessions. A deputation from your committee, with representatives of other law societies, waited on the Clerk of the Peace of Lancashire, at Liverpool, and represented to him the claims of solicitors to have such right of audience. The Manchester Chamber of Commerce were communicated with on the subject, and that body passed a resolution approving of the views of your association. In spite, however, of the strong recommendations addressed to the clerk of the peace, the rules framed for the quarter sessions of Lancashire provide that the parties interested must appear before the committees either personally or by counsel. The Home Secretary was then asked to receive a deputation from the law societies of Lancashire with a view of securing an alteration of the rule, but he declined to receive such a deputation. Your committee then approached the Prime Minister, but without useful result. Similar representations were also addressed by your committee to the Clerk of the Peace of Cheshire, and your committee are glad to state that the rules which have been approved by the quarter sessions for Cheshire have provided that solicitors may appear before the licensing committees in all cases except on the occasion of the principal meeting.

**Incidence of Costs of Duplicate on Grant of Leasehold Rent or Freehold Rent-charge.**—An inquiry having been made of your committee as to the liability of the grantee of a rent or annual sum (created by express grant either in perpetuity or otherwise) to execute and pay for a duplicate of the deed creating the same, your committee considered the matter and came to the conclusion that such liability can only be imposed by contract or by custom, and that there did not appear to be any custom which is applicable to such a transaction.

**Right to Prepare Sub-demise where there is a Money Consideration in Addition to the Rent Reserved.**—Your committee, having been asked to advise as to the practice where leasehold property is sub-demised, partly in consideration of a *bona fide* money payment, and partly in consideration of a rent, expressed the opinion that the vendor should, as in the case of freehold property, supply an abstract of title at his own expense, the purchaser preparing and paying for the sub-demise and counterpart.

**Legal Education.**—An advisory committee has been established by the Court of Governors of the University of Manchester to act with the Faculty of Law. Your president, the chairman of the Legal Education Sub-Committee of your association, the representative of your association on the committee of the Law Society, and the district member of the Legal Education Committee of the Law Society have been invited to become members of the said advisory committee. In the month of February last your committee were informed by the executors of the late Mrs. Peacock that she had by her will bequeathed the sum of £500 free from duty upon trust to apply the same in the foundation of a prize a books to be called the John Peacock Prize for the encouragement and advancement of the study of law among clerks to be articulated in Manchester and Salford. The executors having expressed their willingness to hand over the fund to the association if the committee would submit a satisfactory scheme, your committee went carefully into the matter and prepared a set of regulations for the administration of this fund. These regulations have been submitted to and approved by the executors, and the legacy has been paid over to the association and invested in India 3 per cent. Stock.

**The Public Trustee and Executor Bill.**—This Bill, as originally introduced into the House of Commons, contained protective clauses in favour of solicitors, bankers, and others; but when the Bill came before the Grand Committee on Law, these protective clauses were struck out, and various amendments were made tending to the extension of officialism. Your committee thereupon joined with the Law Society and various local law societies in opposition to the Bill on report. Several amendments have been already accepted by the House of Commons, and it is hoped that, if the Bill is not withdrawn, it will be passed in such a form as will minimize the more objectionable features of the measure as it left the Grand Committee.

**Manchester Probate Registry—High Court.**—A vacancy having occurred in the office of registrar of the above court, your committee passed the following resolution: That in the opinion of the committee of the Manchester Incorporated Law Association the office of Registrar of the Probate Court at Manchester is one that should be filled by a solicitor rather than a barrister having regard to the class of work which has hitherto to be done in chambers. Copies of the resolution were forwarded to the Lord Chancellor and to the President of the Probate Division. Your committee are still pressing forward the views set out in the above resolution.

On Thursday, in the House of Commons, the Attorney-General, replying to Mr. D. A. Thomas, who asked what powers the Government possess to prohibit the export of coal, said that under section 8 of the Customs and Inland Revenue Act, 1879, there is power by proclamation to prohibit the exportation of military and naval stores, and under the Exportation of Arms Act, 1900, there is power by proclamation to prohibit the exportation of the like stores. Coal suitable for use by vessels of war would fall under the category of naval stores in these enactments.

## Law Students' Journal.

### The Law Society.

HONOURS EXAMINATION.—JUNE, 1905.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

#### FIRST CLASS.

[In order of Merit.]

RICHARD ROBSON, who served his clerkship with Mr. Thomas Robson, of Pocklington.

MYER ALBERT JACOBS, who served his clerkship with Mr. Henry Chetham, of the firm of Messrs. Harris, Chetham, & Cohen, of London.

HENRY ARTHUR CHETHAM, who served his clerkship with Mr. Henry Chetham, of the firm of Messrs. Harris, Chetham, & Cohen, of London.

THOMAS BINKS KITSON, who served his clerkship with Mr. James Wade, of Leeds.

EVELYN WILLIAM JACKSON, B.A., LL.B. (Camb.), who served his clerkship with Mr. William Jackson, of the firm of Messrs. Sharman, Jackson, & Archer, of Wellingtonborough.

JAMES HILDEBRAND RAMSDEN, who served his clerkship with Mr. Frederic Herbert Ramsden, of the firm of Messrs. Ramsden & Co., of London.

WILLIAM HELMSLEY BROWN, who served his clerkship with Mr. Edward Sharman Giles, of Chester.

ARTHUR SAMUEL FISHER, who served his clerkship with Mr. Arthur E. B. Wood, of Leeds.

#### SECOND CLASS.

[In Alphabetical Order.]

Albert Edward Bancher, who served his clerkship with Mr. Herbert John Davis, of the firm of Messrs. Clarke & Davis, of Liverpool.

Harold Ephraim Blaiberg, who served his clerkship with Mr. Ernest Walter Lea, of the firm of Messrs. Lea & Lea, of London.

Edwin Ashworth Briggs, LL.B. (Lond.), who served his clerkship with Mr. Thomas Smith Cartis, of the firm of Messrs. Collyer-Bristow & Co., of London.

Jabez Butterworth, who served his clerkship with Mr. Edwin Raworth, of Harrogate.

Alfred Catton, who served his clerkship with Mr. Thomas Alfred Capron, of Grays, Essex.

Joseph Henry Gain, who served his clerkship with Mr. Henry Devereux Pritchard, of London.

Ernest Edward Green, who served his clerkship with Mr. Frederick Property Jones-Lloyd, of Cardiff.

Frederick Holmes, who served his clerkship with Mr. Melvill Green, of the firm of Messrs. Melvill Green & Charles, of Worthing; and Messrs. Burton, Yeates, & Hart, of London.

William Thomas Jacka, who served his clerkship with Mr. Frederick William Fisher Brown, of the firm of Messrs. Indermaur & Brown, of London.

Harold Godfrey Kenyon, B.A., LL.B. (Camb.), who served his clerkship with Mr. Arthur Rollit, of the firm of Messrs. Rollit & Sons, of Hull; and Messrs. Rollit, Sons, & Burroughs, of London.

Robert Marsack Manser, B.A. (Oxon.), who served his clerkship with Mr. John Cornelius Moberley, of the firm of Messrs. Moberley & Wharton, of Southampton; and Messrs. Church, Adams, & Prior, of London.

Wilfred Clarkson Mathews, B.A. (Oxon.), who served his clerkship with Mr. Frederick Sidney Goodwin, of the firm of Messrs. Ryland, Martineau, & Co., of Birmingham; and Messrs. Sharpe, Parker, & Co., of London.

William George Frederick Pearson, LL.B. (Lond.), who served his clerkship with Mr. Arthur Davis Thorpe, of the firm of Messrs. Meadows, Thorpe, & Menneer, of Hastings.

Hugh James Percy, who served his clerkship with Mr. Charles Percy, of Alnwick.

James Hugh Rendell, who served his clerkship with Mr. Lewis Rendell, of the firm of Messrs. Church, Rendell, & Co., of London.

William Austin Sparrow, who served his clerkship with Mr. Edward Bewsey Titley, B.A., of Bath.

William Sidney Stollard, who served his clerkship with Mr. Tom Hadley, of the firm of Messrs. Hadley & Dain, of London.

Stephen Alfred Hermann Trumpler, B.A. (Oxon.), who served his clerkship with Mr. Francis Minchin Voules, of the firm of Messrs. Francis Voules & Welch, of London.

Norman Duguid Walker, B.A., LL.B. (Camb.), who served his clerkship with Mr. Spencer Lumaden Arnott, of Newcastle-on-Tyne; and Messrs. Pitchforth, King, & Heelis, of London.

Thomas Alfred Warburton, who served his clerkship with Mr. Jasper J. Keeble, of London.

#### THIRD CLASS.

[In Alphabetical Order.]

George Lyons Andrew, who served his clerkship with Mr. Harry Clifford Turner, of the firm of Messrs. H. Clifford Turner & Co., of London.

Ralph Wright Aston, who served his clerkship with Mr. George Kyme Wright and Mr. Henry Douglas Hughes-Onslow, both of the firm of Messrs. Wright, Onslow, Beamish, & Co., of London.

Arthur Frank Barnard, who served his clerkship with Mr. William Austin, of Luton.

Joseph Barnett Beinrstein, who served his articles with Mr. Sidney Francis St. Germain Steadman, of the firm of Messrs. Steadman, Van Praagh, & Gaylor, of London.



John Byers, B.A., LL.B. (Camb.), who served his clerkship with Messrs. Clayton & Gibson, of Newcastle-on-Tyne; and Messrs. King, Wigg, & Co., of London.

Harry Caldecutt, who served his clerkship with Mr. Arthur Edward Caldecutt, of Chester.

John Clegg, B.A., LL.B. (Camb.), who served his clerkship with Mr. James Carlile, of the firm of Messrs. Ponsoby & Carlile, of Oldham; and Messrs. Chester, Broome, & Griffiths, of London.

Philip Collins, who served his clerkship with Mr. Philip George Collins, of Messrs. Peake, Bird, Collins, & Co., of London.

George Arthur Cooper, B.A. (Oxon.), who served his clerkship with Mr. William Edward Cooper, of Langport; and Messrs. Wood, Bigg, & Nash, of London.

Arthur Charles Dowding, who served his clerkship with Mr. William Augustus George Davidson, of London.

James Scott Duckers, who served his clerkship with Mr. Edward Westmorland, of the firm of Messrs. Wannop & Westmorland, of Carlisle; and Mr. Arthur W. Weldon, of the firm of Messrs. Gibson & Weldon, of London.

Henry John Fisher, B.A. (Oxon.), who served his clerkship with Mr. John Stevenson, of the firm of Messrs. Ashurst, Morris, Crisp, & Co., of London.

Thomas Flavell, who served his clerkship with Mr. Harold D. M. Barnett, of the firm of Messrs. Harding & Barnett, of Leicester.

John Arthur Gallop, who served his clerkship with Mr. Walter Edward Moore, of the firm of Messrs. Wilde, Moore, & Wigston, of London.

Norman Gibson, who served his clerkship with Mr. D. Arthur Nicholl, of Scarborough; and Messrs. Sharpe, Parker, & Co., of London.

Harold Cutcliffe Grenside, B.A. (Oxon.), who served his clerkship with Mr. Henry Nicholas Grenside and Messrs. Golding & Hargrove, both of London.

Thomas Richard Harris, who served his clerkship with Mr. Edward Harris, of Swansea.

Richmond Percival Hellyar, who served his clerkship with Mr. James Cochran, of Bristol.

Reginald McDonald, who served his clerkship with Mr. Charles E. Cottier, of Plymouth.

Robert Moger, who served his clerkship with Mr. Robert Alfred Moger, of Bath.

Charles Robert Samuel, who served his clerkship with Mr. Thomas Bury, of the firm of Messrs. Bury & Acton, of Wrexham; and Messrs. Kennedy, Ponsoby, & Ryde, of London.

William Lacey Sanders, who served his clerkship with Mr. G. J. F. Muakett, of Woolwich; and Mr. Edward Boards Knight, of the firm of Messrs. Wontners & Son, of London.

Frank Harold Stollard, who served his clerkship with Mr. H. Roger Sudd, of London.

Cornelius Vincent Suckling, who served his clerkship with Messrs. W. Shakespeare & Co., of Birmingham; and Messrs. Timbrell & Deighton, of London.

Anthony McHarg Tait, who served his clerkship with Mr. John Alexander Livingston, of the firm of Messrs. Stobo & Livingston, of Newcastle-upon-Tyne.

Geoffrey Bridgwater Williams, B.A. (Oxon.), who served his clerkship with Mr. Charles Bridgwater Williams, of the firm of Messrs. Currie, Williams, & Williams, of London.

Lewis Arnold Williams, who served his clerkship with Mr. Thomas Henry Broomhall, of the firm of Messrs. James Morgan & Co., of Cardiff.

Walter Stewart Young, B.A., LL.B. (Camb.), who served his clerkship with Messrs. Kingsford, Dorman, & Co., of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Robson—The Clement's-inn Prize—Value about £10; and the Daniel Reardon Prize—Value about 20 guineas.

To Mr. Jacobs—The Clifford's-inn Prize—Value 5 guineas.

To Messrs. Chetham and Kitson—The New-inn Prize—Value 5 guineas each.

To Messrs. Jackson, Ramsden, Brown, and Fisher—The Law Society Prizes—Value 5 guineas each.

To Mr. Brown—The John Mackrell Prize—Value about £12.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and thirty-seven candidates gave notice for the examination.

## Obituary.

### Mr. Thomas Douglas.

We regret to announce the death, at Montreux, on the 18th ult., of Mr. Thomas Douglas, barrister-at-law, in his forty-fourth year. He was the eldest son of the late Mr. Joseph Irwin Douglas, of Derrybeg, Limavady, J.P., and after taking the degrees of M.A. and LL.D. at the Dublin University he was admitted a solicitor in Ireland, but before beginning to practise determined to migrate to England and read for the bar. He was a pupil of Mr. Methold and of Mr. (now Mr. Justice) Walton, and was called to the bar in November, 1887. Though a stranger in London, without professional introductions or influence, he quickly obtained a considerable conveyancing practice, and during the last ten years was a familiar figure in the Chancery Courts. For four years he had suffered from an affection of the throat, and was obliged to spend the last two

winters abroad, but he had looked forward to resuming work, and his many friends were not prepared for the news of his death, which was somewhat sudden. His reading was wide, his memory accurate, and his knowledge of case-law unusually extensive. The integrity and uprightness of his character, combined with his unfailing good nature, endeared him to all who knew him. He married in 1898 Anne, the second daughter of the late Mr. Thomas Henderson, but leaves no issue.

## Legal News.

### Appointments.

Mr. FREDERICK MACKARNES, barrister-at-law, Advocate to the Cape Supreme Court, has been appointed to the new Chair of Roman-Dutch Law in University College, London.

Mr. L. S. ILIFF, LL.D. (Lond.), solicitor, Sunderland, has been appointed Solicitor to the River Wear Commissioners, in place of Mr. Ralph Simey, resigned. Dr. Iliff was admitted in 1887.

### Changes in Partnerships.

#### Dissolutions.

FRANCIS PROBYN DIGHTON and PERCY HADDOCK, solicitors (Probyn, Dighton, & Haddock), Cheltenham. July 18. [Gazette, Aug. 1.]

MESSRS. RALPH SIMEY, GEORGE ILIFF SIMEY, and LEONARD SCOTT ILIFF, LL.D., (Lond.), who have practised as solicitors at Sunderland under the style of Simey, Son, & Iliff, have dissolved partnership. The business will be carried on by Dr. Iliff alone under the style of Simey & Iliff. Mr. Ralph Simey will continue to hold the office of Clerk of the Peace for the County of Durham, and Mr. G. I. Simey has recently been appointed to a similar office in the county of Somerset.

### Information Required.

HENRY FREDERICK FENTON.—Any person having in his or her possession a Will made by Henry Frederick Fenton, formerly of Arturo Lodge, 162, Hammersmith-road, but late of 103, Highbury New-park, N., who died at 103, Highbury New-park on the 18th of July, 1905, or who may have made or been witness to or have any knowledge of a Will of the said deceased, are requested to communicate at once with Messrs. Walker, Martineau, & Co., of 36, Theobalds-road, Gray's-inn, W.C., solicitors.

### General.

That the date of the Long Vacation will not be changed whilst Lord Halsbury remains in office may, says the *Daily Telegraph*, be foretold with absolute confidence. When trains run over Westminster Bridge, then, and then only, will lawyers betake them to Margate, Chamonix, and Homburg on the 1st of August. The history of the fate of the last resolution of the bar on the subject is not yet forgotten. A motion in favour of the earlier date having been passed at the annual general meeting of the bar, Lord Halsbury convened a council of judges to consider the revolutionary project. A majority of the judges supported the proposals of the Jacobins, and the reactionaries were beaten on a division being taken. But Lord Halsbury was equal to the occasion. Unanimity amongst the judges was essential, he intimated, before he could deal with so grave a matter. In the absence of complete agreement it would be more prudent to allow the question to rest. So the Order in Council which the profession as a whole would welcome is still undrafted. It is believed that some of the judges are apprehensive lest any tampering with the dates of the Long Vacation should have the undesirable effect of opening up for discussion the whole subject of the legal holidays. But the Long Vacation was shortened by thirteen days in the year 1883 without any such result. And if anything is to be done in the matter it would be better, from their point of view, that the change should be made whilst so strong a guardian of their liberties as Lord Halsbury is in supreme command. He could be relied upon to stem the torrent, at any rate, in the House of Lords.

In the House of Lords, on Monday, Lord Ludlow asked the Lord Chancellor whether his attention had been called to observations made by Sir Robert Stout, Chief Justice of New Zealand, as reported in the *Times*, and whether, in his opinion, the complaint as to the delay in the administration of justice in the Judicial Committee of the Privy Council was well founded, and, if so, what remedy he proposed. The Lord Chancellor said his attention had been called to the statement, and he had directed a return to be made of the causes which had been before the Privy Council during the last two years. He regretted very much the information which had been given to the Chief Justice, and he very much regretted that he should have used the words attributed to him. He could hardly believe that they were correctly reported. But what was most material was what foundation was there for the observations? He did not pretend that the state of things was absolutely satisfactory—he had had to adjourn the judicial sittings of that House several times in order that he might sit in the Privy Council, as there were not enough of them to form two courts in very important cases—but the statement of the Chief Justice, if correctly reported, was wholly and absolutely inaccurate. With regard to the list which he had had prepared, he thought it would be well to explain that where a case came for appeal from New Zealand, or indeed from any other colony, the date for the hearing was entirely the act of the parties, and

the tribunal had no control over it at all. Of the whole of the cases heard from New Zealand, three cases occupied under two months, including not only the hearing, but the judgment; two cases between two and three months: one case between three and four months, and three cases between four and five months. There was one case which occupied about nine months in these circumstances: There were three consolidated appeals, which began to be heard at the beginning of August. After hearing the appeals for two days, and after consultation with the counsel, it was felt to be impossible that the case could be finished until after the Long Vacation. That case lasted, if they counted the whole of the Long Vacation in all about nine months before judgment was given. There was another case in the list for February and March of this year, but it was adjourned from time to time until June by, and for the convenience of, the parties. In view of these facts, he thought it would be seen that the statement of the Chief Justice—if he really used the words attributed to him, and he should be very sorry indeed to think he did use them—was manifestly a ridiculous exaggeration. He hoped this matter would be brought to the attention of the Chief Justice, and that he might see reason to correct the observation he made when he attributed to the Privy Council the habit of delaying cases for two or three years. There was not the smallest foundation for such a statement.

## Court Papers. Supreme Court of Judicature.

### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice FARWELL.
Monday, Aug. ....	7 Mr. W. Leach	Mr. Jackson	Mr. Theod	Mr. King
Tuesday .....	8 Theod	Mr. Pemberton	W. Leach	Mr. Farmer
Wednesday .....	9 Greswell	Jackson	Theod	King
Thursday .....	10 Church	Pemberton	W. Leach	Farmer
Friday .....	11 Farmer	Jackson	Theod	King
Saturday .....	12 King	Pemberton	W. Leach	Farmer

  

Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.
Monday, Aug. ....	7 Mr. Beal	Mr. Church	Mr. R. Leach	Mr. Pemberton
Tuesday .....	8 Carrington	Greswell	Godfrey	Jackson
Wednesday .....	9 Beal	Church	R. Leach	Carrington
Thursday .....	10 Carrington	Greswell	Godfrey	Beal
Friday .....	11 Beal	Church	R. Leach	Godfrey
Saturday .....	12 Carrington	Greswell	Godfrey	R. Leach

The Long Vacation will commence on Monday, the 14th day of August, and terminate on Monday, the 23rd day of October, 1905, both days inclusive.

## The Property Mart.

### Result of Sale.

#### REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 793) of the above interests at the Mart, E.C., on Thursday last, when the following were sold at the prices named:—

REVERSIONS:	£
To £800; lives 46 and 83	460
Absolute to £3,330; life 61	1,500
To £1,178 Consols; life 79	750
To £250; life 66	155
To One-seventh of £22,463; lives 64 and 25	1,150

  

LIFE POLICIES:	£
For £1,300; life 60	655
For £500; life 50	250

## Winding-up Notices.

London Gazette.—FRIDAY, July 28.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

- AFRICAN DIAMOND FARMS, LIMITED**—Ptn for winding up, presented July 25, directed to be heard Aug 8. Jones, Granville House, Arundel st, Strand, sol for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.
- ANDALUCIA LEAD AND SILVER MINING CO., LIMITED**—Ptn for winding up, presented July 26, directed to be heard Aug 8. Morton & Patterson, Old Jewry, sol for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.
- BALLYCUMISK MINING AND SMELTING CO., LIMITED**—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Albert Victor Godfrey, 15, Fleet st.
- BETHANGA GOLDFIELDS (1901), LIMITED**—Ptn for winding up, presented July 24, directed to be heard Aug 8. Bramall & White, Leadenhall st, sol for ptnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.
- BONOPROOF, LIMITED**—Ptn for winding up will be heard Aug 8. Hubbard & Co, Cannon st, sol for ptnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.
- CRAS BENT, LIMITED**—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Cedric Percy Type, 33, Newhall st, Birmingham.
- GOLD FIELDS OF COLOMBIA, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Sept 16, to send their names and addresses, and particulars of their debts or claims, to A. Turner, 11, Walbrook.
- HOCKEY & CO., LIMITED**—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to John Frederick Crouch, 64, Queen st. Martin, Guildhall chambers, Basinghall st, sol for liquidators.

**LAWSON & CO., LIMITED**—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Fred William Gibbard, All Saints ln, Bristol. Bevan & Co, sol for liquidator.

**LINGHAM TIMBER AND TRADING CO., LIMITED**—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to Wm B Peat & Henry Warwick, 506 and 509, Salisbury House. This notice does not apply to the Lingham Timber and Trading Co., Limited, now carrying on business in England and South Africa, but to the company of the same name which was, with a view to reconstruction, placed in voluntary liquidation on June 13, and whose assets have been taken over by the new company.

**MINES CONTRACT CO., LIMITED**—Ptn for winding up, presented July 27, directed to be heard Aug 8. Wilde & Co, College hill, sol for ptnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

**SERRA CONTRACT SYNDICATE, LIMITED (IN LIQUIDATION)**—Creditors are required to send in their names and addresses, and particulars of claim, to A G Field, 20, Bishopsgate st Without.

#### UNLIMITED IN CHANCERY.

**CORHAM GAS CO**—Ptn for winding up, presented July 26, directed to be heard Aug 8. Crowder & Co, Lincoln's inn fields, sol for ptnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

London Gazette.—TUESDAY, AUG. 1.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**ANGLO-FOREIGN COMMERCE CO., LIMITED**—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Francis Waller Bates, 10, Bishopsgate st.

**CITY OF LONDON BOND AND DEBENTURE CORPORATION, LIMITED**—Creditors are required, on or before Aug 32, to send their names and addresses, and the particulars of their debts or claims, to Carnaby Harrower, College hill chambers. Dunderdale, London wall, sol for liquidator.

**FRENCH AND BELGIAN LUXURY PRISM SYNDICATE, LIMITED**—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to F A Vitali and Alfred W Sully, 19 and 21, Queen Victoria st.

**LONDON DRAPERY STORES, LIMITED**—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to A L Blow, 24, King st, Cheapside.

**LONDON SUPPERETTE CAR CO., LIMITED**—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Reginald John Wickham Hurd, 29, Essex st, Strand. Hurd & D'Alesio, Essex st, Strand, sol for liquidator.

**MEYRICK & HOLT, LIMITED**—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to John Grey, 10, Denton st, Rochdale. Molesworth & White, Rochdale, sol for liquidator.

**POOLE AND SANDBANKS MOTOR CAR CO., LIMITED**—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to Charles Lisby, liquidator.

**WALLSEND MAIR COLLIERY CO., LIMITED**—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Rutter Plews, 19, Chagge alley, Sheffield.

#### UNLIMITED IN CHANCERY.

**FIRST CHESTERFIELD MODEL BUILDING SOCIETY**—Creditors are required to send their names and addresses, and the particulars of their debts, claims, or demands, to Samuel Edward Short, 17, Gluman gate, Chesterfield.

## Creditors' Notices.

### Under Estates in Chancery.

#### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 28.

**WRIGHT, CHARLES ICHABOD, Watcombe Park, Torquay, Lieut-Col** Sept 15 Wright v Webb, Joyce, J Mills, New sq, Lincoln's inn.

London Gazette.—TUESDAY, AUG. 1.

**BAKER, HENRY LAWRENCE, Abergavenny** Oct 1 Capital and Counties Bank v Baker, Eady, J Jacob, Abergavenny.

**CHANT, THOMAS, Newtown, Yeovil** Sept 12 Chant v Chant, Buckley and Warrington, N Watts, Yeovil.

**GODWIN, CHARLES ROBERT, Hay, New South Wales** Nov 11 Miller v Naish, Kekewich, J Biddle, Aldermanbury.

### Under 22 & 23 Vict. cap. 35.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 28.

**BARTON, THOMAS HENRY, Dumbleby, Lincs, Farmer** Sept 15 Toynbee & Co, Lincoln.

**BLAINE, CATHERINE HEUGH, Merstham Hatch, nr Ashford, Kent** Aug 26 Budd & Co, Austin Friars.

**BOOTH, JOSEPH, Norwich** Sept 29 Hatch, Norwich.

**BOYCE, HENRY JOSEPH, Norwich, Tobacconist** Aug 29 Goodchild, Norwich.

**BRIDGFOED, SIR ROBERT, Manchester, KCB** Sept 8 Farrar & Co, Manchester.

**BUCKLER, CHARLES ALBAN, Hereford sq, South Kensington** Aug 29 Witham & Co, Gray's inn sq.

**CHAPMAN, STEPHEN BLYTHE, Hartlepool** Aug 30 Bell, West Hartlepool.

**CLARK, ALFRED, Bournemouth** Aug 12 Bye & Ennos, Soham, Cambs.

**CLOWES, ANNA MARIA, Lutterworth, Leicestershire** Sept 30 Wright & Co, Leicester.

**CROAGH, CAPT B P, JP, DL, Rathorpe, Gart, co Galway** Sept 1 Croagh, CMG, Charlton rd, Blackheath.

**EDWARDS, JOHN, Mold, Flint** Aug 28 Evans, Mold.

**ENDRAN, JANE, St Agnes, Cornwall** Aug 28 Hancock, St Agnes.

**FREMY, JOHN ALFRED, Edgbaston, Birmingham** Aug 31 Gateley & Son, Birmingham.

**FLOST, AUGUSTUS, Hopessy Rectory, Salop** Aug 31 Marston & Sons, Ludlow.

**FROST, FREDERICK GEORGE, Dean st, Soho, Wine Steward** Aug 15 Frost, Queen's st, St John's Wood.



GRAVSTON, RICHARD, Aston on Ribble, Preston, Lime Kiln Manager Aug 31 Cookson, Preston

HARGREAVES, GEORGE, Leigh, Lancs, Coal Merchant Aug 31 Dootson, Leigh

HAWKINS, MARTHA WILLIAMS, Clifton, Bristol Sept 1 Jacques & Co, Bristol

HEADLEY, ARNEMIA ANN, Bristol Aug 31 Pomeroy, Bristol

HEWWOOD, FRANK WILLIAM, Shiraz, Persia Aug 31 Kerly & Sons, Gt Winchester st

HEND, MARY ELIZABETH, Batsley Sept 1 Andrew & Thompson, Lincoln

HIGGS, JAMES, Holsworthy, Devon Sept 6 Peter, Holsworthy

KITTLE, ROBERT, Gorleston Aug 5 Burton & Son, Gt Yarmouth

LAMPLOUGH, CHARLES EDWARD, Cornhill, Shipowner Sept 1 Collyer-Bristow & Co, Bedford row

LETTEREN, WILLIAM, Exeter, Saddler Sept 8 Burd & Co, Okehampton

LOCK, HENRIETTA, Bolton, Middlesex Sept 25 Pollard, Cannon st

LOCKWOOD, SMITH, Earlsheaton, Dewsbury Sept 14 Gledhill, Dewsbury

MANFREGH, JAMES, Victoria st, Westminster Sept 4 Carter & Bell, Idol ln, Eastchasp

MEDLEY, GERALD MORSE, Surbiton Sept 15 Hamlin & Co, Fleet st

MIDDLETON, MARY ANN, Upper Tollyington pk Sept 1 Bostock, Hyde

MITCHELL, ELIZABETH, Higher Sutton, nr Macclesfield Aug 29 Barclay & Co, Macclesfield

MORRIS, JAMES, Lancaster Gate, Hyde Park Sept 7 Gough, Birmingham

NASH, MAUD, Clifton, Bristol Aug 31 Evans & Taylor, East Bristol

OWEN, ROBERT DEAVILLE, Boroughbridge Vicarage, Yorks Sept 1 Hirst & Capes, Boroughbridge, Yorks

POWELL, WILLIAM, Olton, Warwick Aug 31 Gateley & Son, Birmingham

QUIN, ELIZABETH, Bath Aug 8 Webb & Dibble, Bristol

RICHARDS, THOMAS, Clifton, Bristol, Master Mariner Sept 1 Wansbrough & Co, Bristol

ROBINSON, SUSANNAH, Widnes Aug 10 Knowles, Widnes

ROCHE, EMILY CATHERINE, Cromwell rd, South Kensington Aug 30 Roche & Co, Church of Old Jewry

SEARLE, MARIA, Mercer's rd, Upper Holloway Aug 31 Crosse & Sons, Lancaster pl, Strand

SINNETT, RICHARD, Cheltenham Aug 28 Rickerby, Cheltenham

STAWELL, COL WILLIAM ST LEGER ALCOCK, Kilbrittain, Cork Oct 31 Pollock & Co, Lincoln's inn fields

THIRLETHWAITE, WILLIAM, Little Harwood, Blackburn, Cattle Dealer Aug 25 Read & Eastwood, Blackburn

THORNE, ESTHER, Aston Clifton, Bucks Aug 19 Horwood & James, Aylesbury

TOWNSEND, HARRIETT, Nunceaton, Warwick Sept 1 Clay & Atkins, Nunceaton

WARD, FREDERICK, Heathfield, Sussex Aug 31 Radford & Frankland, Chancery ln

WHITWORTH, JOHN, Ashton under Lyne, Solicitor Sept 9 Whitworth, Ashton under Lyne

WILLSON, JAMES GILLARD, Alderminster, Warehouseman Aug 31 Bannister & Reynolds, Basinghall st

YARDLEY, EDWARD, Lillie rd, Fulham Aug 31 Reed & Reed, Guildhall chmbrs

London Gazette.—TUESDAY, Aug. 1.

ARMSTRONG, THOMAS, Kendal, Innkeeper Aug 31 Watson & Chorley, Kendal

BARCLAY, DEBORAH, Duddleston Heath, Ellesmere, Salop Sept 1 Giles, Ellesmere

BELL, ELIZABETH, Hastings, Licensed Victualler Sept 9 Davenport & Co, Hastings

BLACKALL, SARA LETITIA, Mortimer st, Marylebone Aug 26 Edwards & Co, Sackville st, Piccadilly

BRADLEY, HENRY, Birmingham, Decorator Sept 12 White, Birmingham

BULLOCK, EDWARD, Porchester sq, Paddington, Barrister at Law Sept 7 Wigan & Co, Victoria Embankment

BUTT, GEORGE, Campden hill rd Aug 31 Stileman & Neate, Southampton st, Bloomsbury

CHEERILL, EDWARD, Savile row, Piccadilly Sept 14 Plunkett & Leader, St Paul's churchyard

COWAN, SAMUEL, Eccles Sept 19 Ogden, Manchester

CHROMPTON, ABRAHAM, Oldham, Lancs Aug 31 Pensonby & Carlile, Oldham

DUBRELY, ANNIE ELIZA, Kingston Hill Aug 31 Baker, Kingston on Thames

ELSE, MARIA, Clifton, Bristol Aug 27 Bishop, Bridgewater

ELSE, RICHARD CHARLES, Clifton, Bristol Aug 27 Bishop, Bridgewater

FULFORD, JOSEPH, Birmingham Sept 1 Jagger, Birmingham

GRICE, GEORGE, Moseley, nr Birmingham Sept 18 Jaques & Sons, Birmingham

GROSSMITH, MARIA, Hockley, Birmingham Sept 18 Jaques & Sons, Birmingham

HIBBERT, JAMES, Fern Bank New Mills, Derby, JP Oct 30 Innes, Manchester

LEA, JAMES, Bromsgrove, Worcester Aug 31 Williams & Son, Birmingham

LINKLATER, FREDERICK ROBERT, Department d'Alger, Algiers Sept 29 Linklater & Co, Bond st, Walbrook

MILLER, ALFRED WELCH, Moorgate st bldgs, Stockbroker Aug 31 Wilkinson & Co, Nicholas ln, Lombard st

MILNE, WILLIAM LINDSAY, Hampton Hill, Florist Aug 31 Gordon & Co, Lincoln's inn fields

PITTOCK, FREDERICK, Eastry, Kent, Butcher Aug 12 Emmeson & Co, Sandwich

PONSONBY, JOHN, Oldham, Lancs, Solicitor Aug 31 Pensonby & Carlile, Oldham

RICHARDS, MARY, Bedford Sept 1 Weston & Co, Manchester

RICHARDSON, WILLIAM EDMUND, Bakersfield, Kern, California, USA, Surgeon Sept 1 Smith & Co, Sheffield

SAMPSON, JOHN WHITE, Kingston upon Hull Sept 1 Barlow & Barlow, Fenchurch st

SINKINS, CHARLES, Andover, Hants, Haulier Aug 28 Phillips, Andover

STOTT, ROBERT, Oldham, Cotton Spinner Aug 31 Pensonby & Carlile, Oldham

STRIBLING, JOHN, Slough Aug 31 Charnley & Reynolds, Slough

TERRELL, WILLIAM HENRY, Bourton, Dorset Sept 1 Davies, Yeovil

THORNBORROW, RICHARD, Penrith, Cumberland Aug 31 Little & Lamsonby, Penrith

WAINWRIGHT, ISAAC, Shore Hall, nr Penistone, Farmer Oct 2 Dransfield & Hodgkinson, Penistone, nr Sheffield

WALSH, ESTHER ANN, Rochdale Aug 23 Wiles & Thompson, Rochdale

WHITESIDE, ROBERT, Newton with Scales, nr Kirkham, Lancs Aug 31 Gaultier, Fleetwood

WILSON, THOMAS, Oakholme, Sheffield Sept 30 Burdekin & Co, Sheffield

WOODGER, HENRY LAMBLE, Enfield, Merchant Aug 31 Vanderpump, Enfield Town

## Bankruptcy Notices.

London Gazette.—FRIDAY, July 28.

### RECEIVING ORDERS.

ALLEN, JOHN, Long Eaton, Derby, Lace Manufacturer Derby Pet July 24 Ord July 24

BATSTONE, THOMAS, Pantyogog, Pontycymmer, Glam, Baker Cardiff Pet July 21 Ord July 21

BRANLAND, JOSEPH, Leeds, Painter Leeds Pet July 25 Ord July 25

BOWLES, GILBERT HUMPHREY, Lady Margaret rd, Kentish Town, Surveyor High Court Pet May 20 Ord July 14

BRADY, JAMES H, England High Court Pet July 7 Ord July 23

BRAGO, JOHN, Washford Pyne, Morechard Bishop, Devon, Farmer Exeter Pet July 25 Ord July 25

BROWNICH, W E, Cromwell rd High Court Pet July 5 Ord July 25

BROOK, CHARLES, Tingley, nr Wakefield, Joiner Wakefield Pet July 25 Ord July 25

BULLINGBRO, BERNARD, Brondesbury villas, Kilburn, Engineer High Court Pet May 15 Ord July 23

BUTLIN, JOHN COLONNELL HRYGATE, Leonard Stanley, Glos Gloucester Pet July 26 Ord July 26

CLAYTON, JOHN, New Cavendish st, Butcher High Court Pet April 1 Ord July 25

COURTIS, THOMAS EXPOS, Redruth, Cornwall, Ironmonger Truro Pet July 28 Ord July 28

CRANE, GEORGE, Gillingham, Kent, Carting Contractor Rochester Pet July 25 Ord July 25

CULLEN, ALBERT, Nottingham, Baker's Foreman Nottingham Pet July 24 Ord July 24

DAVIES, THOMAS, Lillie rd, Fulham, Dairyman High Court Pet June 28 Ord July 23

DOLING, ERNEST WILLIAM, Gosport, Hants, Plumber Portsmouth Pet July 26 Ord July 26

ELLIOTT, ROSCIUS, Kirkgate, Leeds Leeds Pet July 22 Ord July 22

EMBLING, WILLIAM, Silverdale, Staffs, Fruit Salesman Hanley Pet July 24 Ord July 24

EVANS, ALFRED, Carmarthen, Licensed Victualler Carmarthen Pet July 25 Ord July 25

EVANS, FRANK, Bonning on Thames, Licensed Victualler Reading Pet June 9 Ord July 24

FARMER, EDWIN, East Southsea, Hants, Plumber Portsmouth Pet July 25 Ord July 25

FISHER, WILLIAM ATTOR, Heigham, Norwich, Plumber Norwich Pet July 25 Ord July 25

GAMBLE, ELIZABETH, Kingston upon Hull, Dressmaker Kingston upon Hull Pet July 26 Ord July 25

GILMOUR, WALKER, Otley, Yorks, Fruiterer Leeds Pet July 24 Ord July 24

GOODCHILD, MAURICE, Monks Eleigh, Suffolk, Dealer's Assistant Ipswich Pet July 24 Ord July 24

GOWER, ALBERT, Beaconsfield, Bucks, Machinist Aylesbury Pet July 8 Ord July 24

HARRIS, LEWIS, Gt Grimsby, Jeweller's Manager Gt Grimsby Pet July 24 Ord July 24

HARGREAVES, ROBERT GEORGE, Newcastle under Lyme, Staffs, Beerseller Hanley Pet July 25 Ord July 25

HARLOP, ELIAS TAYLOR, Marsh, Cambridge, Builder Peterborough Pet July 24 Ord July 24

HATWARD, JOHN GEORGE, and FREDERICK AUGUSTUS REEVES, Plymouth, Manufacturers' Agents Plymouth Pet July 24 Ord July 24

HICKS, WILLIAM HENRY, Charlton Kings, Cheltenham Cheltenham Pet July 24 Ord July 24

HORTON, JESSE, Fitzhugh, Southampton, Commission Agent Southampton Pet July 24 Ord July 24

HUTCHINS, EMANUEL, Birmingham, Trunk Maker Birmingham Pet July 26 Ord July 26

HUXTABLE, JAMES, Bournemouth, Builder Poole Pet July 20 Ord July 26

JONES, EDWARD, Maidenhead Windsor Pet June 30 Ord July 22

LANGLEY, ARTHUR, Dover, General Dealer Canterbury Pet July 26 Ord July 26

LUXTON, MARK, Cradock, nr Collympton, Devon, Butcher Exeter Pet July 24 Ord July 24

MASON, FRANK ARTHUR, Wolverhampton, Provision Dealer Wolverhampton Pet July 26 Ord July 26

MITCHELL, JOSEPH, Gt Grimsby, Labourer Gt Grimsby Pet July 22 Ord July 22

MOODY, JOHN, Northampton Common, Yorks, Engine Driver Wakefield Pet July 24 Ord July 24

NEDDEHAM, FRANK, Leicester, Saddler Leicester Pet July 11 Ord July 24

NORTON, ISAAC, Pudsey, Yorks, Butcher Leeds Pet July 26 Ord July 26

PERRIS, DAVID WALTER, Edgbaston, Warwick, Commercial Traveller Birmingham Pet July 26 Ord July 26

RENNICK, GEORGE, Burton on Trent, Photographer Burton on Trent Pet July 24 Ord July 24

SCHOFIELD, THOMAS FREDERICK, Leeds Leeds Pet July 25 Ord July 25

SHATTOCK, JAMES, Newport, Builder Newport, Mon Pet July 13 Ord July 24

SLADEN, HANNAH, Leicester, Milliner Leicester Pet July 25 Ord July 25

SMITH, CHARLES, Downham Market, Norfolk, Carriage Builder King's Lynn Pet July 25 Ord July 25

STOTT, CHRISTOPHER GEORGE, Brightmet, Lancs, Overlooker in a Weaving shed Bolton Pet July 25 Ord July 25

STRONG, BENJAMIN, Liskard, Cornwall, Ironmonger Plymouth Pet July 24 Ord July 24

WALKER, THOMAS ARTHUR, Woodgate, Leicester, Stone Mason Leicester Pet July 4 Ord July 24

WARD, CHARLES BARROW, Kettering, Northampton, Commission Agent Northampton Pet July 25 Ord July 25

WEBBER, GEORGE, High st, Putney, Ironmonger Wandsworth Pet July 26 Ord July 26

WILSON, ROBERT, Sunderland Sunderland Pet July 22 Ord July 22

WOLFSOON, LAZARUS, Leeds, Tailor Leeds Pet July 22 Ord July 22

### FIRST MEETINGS.

BRANLAND, JOSEPH, Leeds, Painter Aug 10 at 12 Off Rec, 22, Park row, Leeds

BOWLES, GILBERT HUMPHREY, Lady Margaret rd, Kentish Town, Surveyor Aug 7 at 11 Bankruptcy bldgs, Carey st

BRADY, JAMES E, England Aug 10 at 12 Bankruptcy bldgs, Carey st

BRAGO, JOHN, Washford Pyne, Morechard Bishop, Devon, Farmer Aug 10 at 10.30 Off Rec, 9, Bedford circus, Exeter

BROWNICH, W E, Cromwell rd Aug 11 at 2.30 Bankruptcy bldgs, Carey st

BULLINGBRO, BERNARD, Brondesbury villas, Kilburn, Engineer Aug 10 at 2.30 Bankruptcy bldgs, Carey st

CALDWELL, GEORGE, Earlsfords, Lancs Aug 5 at 11 Off Rec, Byrom st, Manchester

COULTHARD, BENJAMIN KIRKBRIDE, New Shildon, Durham, Cycle Dealer Aug 9 at 3 Off Rec, 3, Manor pl, Sunderland

DAVIES, THOMAS, Lillie rd, Fulham, Dairyman Aug 11 at 11 Bankruptcy bldgs, Carey st

DOLING, ERNEST WILLIAM, Gosport, Hants, Plumber Aug 10 at 4 Off Rec, Cambridge junco, High st, Portsmouth

ELLIOTT, ROSCIUS, Leeds Aug 9 at 11.30 Off Rec, 22, Park row, Leeds

FARMER, EDWIN, Southsea, Hants, Plumber Aug 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
 FAY, HENRY OLIVER, Victoria rd, Deal, Iron Merchant Aug 10 at 11.30 Bankruptcy bldg, Carey st  
 GEE, PHOEBE EDNA, Conville, Leicester, China Dealer Aug 5 at 11 Off Rec, 47, Full st, Derby  
 GILMOUR, WALKER, Odley, Yorks, Fruiterer Aug 9 at 12 Off Rec, 23, Park row, Leeds  
 GREEN, CATHERINE TIMBERLEY, Bournemouth, Apartment House Proprietress Aug 9 at 3.50 Off Rec, Midland Bank chmbrs, High st, Southampton  
 GREY, WILLIAM PETER, Lambourn, Berks, Racehorse Trainer Aug 5 at 11.30 Off Rec, 1, St Aldates, Oxford  
 HORTON, JESSE, Fitzhugh, Southampton, Commission Agent Aug 8 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton  
 L'ANSON, ROBERT, Chapel Allerton, Leeds, Engineer Aug 10 at 11.30 Off Rec, 22, Park row, Leeds  
 KILLICK, JAMES CHARLES, Huggin in, Bookbinder Aug 10 at 11 Bankruptcy bldg, Carey st  
 KING, WILLIAM JOHN BOWRELL, Acton, Coffee house Keeper Aug 8 at 11 Bankruptcy bldg, Carey st  
 LUTON, MARK, Craddock, nr Collympton, Devon, Farmer Aug 10 at 10.30 Off Rec, 2, Bedford circus, Exeter  
 MACINTYRE, ROBERT, Rochdale, Broker Aug 11 at 11.15 Townhall, Rochdale  
 MANGER, HENRY VAUGHAN, Hutton gdn, Jeweller Aug 9 at 2.30 Bankruptcy bldg, Carey st  
 MATTHEWS, EDWARD, Old Kent rd, Butcher Aug 9 at 11 Bankruptcy bldg, Carey st  
 MUGGER, FRANCIS CHRISTOPHER, Central Meat Market, Smithfield, Licensed Victualler Aug 9 at 12 Bankruptcy bldg, Carey st  
 PEARSON, DAVID WALKER, Southampton, Dealer in Sewing Machines Aug 8 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton  
 PERLOW, FRANCIS JAMES, Oldham, Shoemaker Aug 15 at 12 Off Rec, Greaves st, Oldham  
 PLATT, JOSEPH, Oldham, Licensed Victualler Aug 15 at 11 Off Rec, Greaves st, Oldham  
 SCHOFIELD, THOMAS FREDERICK, Hunslet, Leeds Aug 9 at 12.30 Off Rec, 22, Park row, Leeds  
 SMALL, HERBERT, Leeds, Engineer Aug 10 at 11 Off Rec, 24, Park row, Leeds  
 STOTT, CHRISTOPHER GEORGE, Brightmet, Lancs, Overlooker in a Weaving Shed Aug 14 at 8 19, Exchange st, Bolton  
 VERNON, GEORGE, Cleethorpes, Bricklayer Aug 9 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby  
 WILLIAMS, JOHN, and RICHARD WILLIAMS, Port Talbot, Glam, Builders Aug 9 at 2.30 Off Rec, 81, Alexandra rd, Swansea  
 WOLFSON, LAZARUS, Elmwood st, Leeds, Tailor Aug 9 at 11 Off Rec, 22, Park row, Leeds

## ADJUDICATIONS.

ALLEN, JOHN, Long Eaton, Derby, Lace Manufacturer Derby Pet July 24 Ord July 24  
 ARCHIBALD, LOUISE, Newcastle on Tyne, Confectioner Newcastle on Tyne Pet June 27 Ord July 22  
 BATHORSE, THOMAS, Pantygog, Pontcymmer, Glam, Baker Cardiff Pet July 21 Ord July 21  
 BEADLAND, JOSEPH, Leeds, Painter Leeds Pet July 20 Ord July 20  
 BRAGO, JOHN, Washford Pyne, Moorhead Bishop, Devon, Farmer Exeter Pet July 25 Ord July 25  
 BEIGHT, FRANCIS LE, Vescotte, Moseley, Worcester, Timber Merchant's Manager Birmingham Pet Jan 5 Ord July 24  
 BROOK, CHARLES, Tingley, nr Wakefield, Joiner Wakefield Pet July 25 Ord July 25  
 BURNLEY JOHN WILLIAM, and ERNEST GLADSTONE BURNLEY, H. Richmondville, Blackett Manufacturers Dewsbury Pet June 20 Ord July 22  
 BUTLIN, JOHN COLBORNE HETGATE, Leonard Stanley, Glos, Gloucester Pet July 26 Ord July 25  
 COCHRAN, THOMAS EMMER, Redruth, Cornwall, Ironmonger Truro Pet July 26 Ord July 25  
 COLLIER, ALBERT, Nottingham, Baker's Foreman Nottingham Pet July 24 Ord July 24  
 CRAIG, GEORGE, Gillingham, Kent, Carting Contractor Rochester Pet July 25 Ord July 25  
 DANFOS, GEORGE, Barton on Humber, Builder Gt Grimsby Pet July 7 Ord July 24  
 DOLING, ERNEST WILLIAM, Gosport, Hants, Plumber Portsmouth Pet July 20 Ord July 25  
 ELLIOTT, BARNUM, Leeds, Leeds Pet July 22 Ord July 22  
 EMBLETON, WILLIAM, Silverdale, Staffs, Fruit Salesman Hanley Pet July 24 Ord July 24  
 EVANS, ALFRED, Carmarthen, Licensed Victualler Carmarthen Pet July 25 Ord July 25  
 FARMER, EDWIN, East Southsea, Plumber Portsmouth Pet July 25 Ord July 25  
 FISHER, WILLIAM ATTOR, Heigham, Norwich, Plumber Norwich Pet July 25 Ord July 25  
 GAMBELL, ELIZABETH, Kingston upon Hull, Dressmaker Kingston upon Hull Pet July 25 Ord July 25  
 GILMOUR, WALKER, Odley, Yorks, Fruiterer Leeds Pet July 24 Ord July 24  
 GOODCHILD, MAURICE, Monks Eleigh, Suffolk, Dealer's Assistant Ipswich Pet July 24 Ord July 24  
 I. A. GRAYES, ROBERT GEORGE, Newcastle under Lyme, Staffs, Beer-seller Hanley Pet July 25 Ord July 25  
 HARRIS, LAWRENCE, Gt Grimsby, Jeweller's Manager Gt Grimsby Pet July 24 Ord July 24  
 HASON, EDWARD TAYLOR, March, Cambridge, Dr. Mar Peterborough Pet July 24 Ord July 24  
 HAYWARD, JOHN GEORGE, and FREDERICK AUGUSTUS KERRIS, Plymouth, Manufacturers Agents Plymouth Pet July 24 Ord July 24  
 HICKS, WILLIAM HENRY, Charlton Kings, Cheltenham Cheltenham Pet July 24 Ord July 24  
 HORTON, JESSE, Fitzhugh, Southampton, Commission Agent Southampton Pet July 24 Ord July 24  
 MCKENZIE, EDWARD, Birmingham, Trunk Maker Birmingham Pet July 25 Ord July 25

JONES, EDWARD, Maidenhead Windsor Pet June 30 Ord July 25  
 LANGLEY, ARTHUR, Dover, General Dealer Canterbury Pet July 26 Ord July 26  
 LEWIS, HENRY, High rd, Lewisham, Dairyman High Court Pet May 17 Ord July 25  
 LAYCOCK, WILLIAM JOHN EDWARD, Gt Russell mans, Gt Russell st, Commission Agent High Court Pet June 15 Ord July 25  
 LUTON, MARK, Craddock, nr Collympton, Devon, Farmer Exeter Pet July 24 Ord July 24  
 LYONS, SOLOMON, Sandringham rd, Dalston, Fruit Salesman High Court Pet June 29 Ord July 25  
 MACINTYRE, ROBERT, Rochdale, Lancaster, Broker Rochdale Pet July 3 Ord July 25  
 MASON, FRANK ARTHUR, Wolverhampton, Provision Dealer Wolverhampton Pet July 26 Ord July 26  
 MEACHAM, SAMUEL JACKSON, Chase Town, Staffs, Grocer Walsall Pet June 28 Ord July 21  
 MITCHELL, JOSEPH, Gt Grimsby, Labourer Gt Grimsby Pet July 22 Ord July 22  
 MOODY, JOHN, Normanton Common, Yorks, Engine Driver Wakefield Pet July 24 Ord July 24  
 MORRIS, WILLIAM JAMES, Hoxton st, Shoreditch, Varnish Manufacturer High Court Pet June 2 Ord July 24  
 NORTON, ISAAC, Pudsey, Yorks, Butcher Leeds Pet July 26 Ord July 25  
 PORTER, ABRAHAM WARD, Leyton, Essex, Contractor High Court Pet June 28 Ord July 26  
 RENWICK, GEORGE, Burton on Trent, Photographer Burton on Trent Pet July 24 Ord July 24  
 SCHOFIELD, THOMAS FREDERICK, Leeds Leeds Pet July 25 Ord July 25  
 SHATTOCK, JAMES, Newport, Builder Newport, Mon Pet July 13 Ord July 25  
 SHREVELEY, BARNETT, Black Lion rd, Whitechapel, Publican High Court Pet June 31 Ord July 24  
 SHEFF, ALEXANDER, Fore st, Draper High Court Pet June 16 Ord July 24  
 SKADEN, HANNAH, Leicester, Milliner Leicester Pet July 25 Ord July 25  
 SMALE, F. J., Brentor, Devon, Miller Plymouth Pet April 15 Ord May 15  
 SMITH, CHARLES, Downham Market, Norfolk, Carriage Builder King's Lynn Pet July 25 Ord July 25  
 STEVENS, A. VAUGHAN, Harpenden, Herts St Albans Pet May 19 Ord July 25  
 STOTT, CHRISTOPHER GEORGE, Brightmet, Lancs Bilton Pet July 25 Ord July 25  
 STRATTON, JOSEPH MARK, Verwood, Dorset, Builder Poole Pet June 17 Ord July 25  
 STROUD, BENJAMIN, Liskeard, Cornwall, Ironmonger Plymouth Pet July 24 Ord July 24  
 SWIFT, EDWARD H., Docking, Licensed Victualler Croydon Pet June 26 Ord July 25  
 WARD, CHARLES BARROW, Kettering, Northampton, Commission Agent Northampton Pet July 25 Ord July 25  
 WAUGH, HENRY STANLEY, New Broad st High Court Pet June 29 Ord July 25  
 WILSON, ROBERT, Sunderland Sunderland Pet July 22 Ord July 22  
 WOLFSON, LAZARUS, Leeds, Tailor Leeds Pet July 22 Ord July 22

London Gazette.—TUESDAY, Aug. 1.

## RECEIVING ORDERS.

ALEXANDER, H. & SONS, Newcastle on Tyne, Steamship Owners Newcastle on Tyne Pet June 23 Ord July 25  
 BROWN, FREDERICK, Eaton, Bristol, Builder Bristol Pet July 27 Ord July 27  
 BROWNING, THOMAS RICHARD, Cefn, Cribbwr, Glam, Inn-keeper Cardiff Pet July 25 Ord July 25  
 COCKROFT, FRED, Allerton, Bradford, Plumber Bradford Pet July 27 Ord July 27  
 DOGGETT, ELI, Greenhithe, Kent, Stonemason Rochester Pet July 27 Ord July 27  
 FROUDE, LYDIA, Herriard, Hants, Grocer Winchester Pet July 25 Ord July 25  
 GODSELL, G. H., Wellington st, Strand High Pet July 7 Ord July 27  
 GOUGH, WILLIAM FRANCIS, Bedford Park, Chiswick High Court Pet July 27 Ord July 27  
 HALLITT, GEORGE, Stratford, Confectioner High Court Pet July 26 Ord July 26  
 HARBUR, ALFRED JOHN, Birmingham, Butcher Birmingham Pet July 25 Ord July 25  
 HOLLENDER, VIVIAN CAROL, Hamilton ter, St John's Wood High Court Pet May 5 Ord July 26  
 HOOPER, WALTER, St Anne's on Sea, Lancs, Builder Halifax Pet July 18 Ord July 26  
 JONES, ALFRED ALBERT, Abertillery, Mon, Fitter Tredgar Pet July 29 Ord July 29  
 KING, WILLIAM, Patcham, Sussex, Farmer Brighton Pet July 15 Ord July 25  
 LEA, FRANK JAMES, Sutton Coldfield, Warwick, Wheelwright Birmingham Pet July 25 Ord July 25  
 LOVEDALE, JORAN HENDRIK, Chiswick, Jeweller Brentford Pet July 26 Ord July 26  
 MCLEAN, WILLIAM JAMES, Heaton Mersey, Lancs, Grocer Stockport Pet July 27 Ord July 27  
 MARTIN, JOHN WILSON, and JOHN FRIMMER POOR, jun, Buckland, Hants, Electricians Portsmouth Pet July 25 Ord July 25  
 MATTHEWS, THOMAS HENRY JEFFRIES, Eastbourne, Butcher's Manager Eastbourne Pet July 23 Ord July 25  
 MILLINGTON, ROBERT LEIGH, Golden ln, Commercial Traveller High Court Pet July 29 Ord July 29  
 NODDER, MAY GRETCHIE, Sheffield, Auctioneer Sheffield Pet July 5 Ord July 27  
 ODDY, FRED, Kilpin Hill, Dewsbury Dewsbury Pet July 25 Ord July 25  
 PACE, FRANK THOMAS, Leicester, Warehouseman Leicester Pet July 25 Ord July 25

PARR, BENJAMIN, Birkdale, Southport, Calico Printer Manchester Pet July 27 Ord July 27  
 PEARSE, CHARLES JOHN, Leicester, Boot Factor Leek Pet July 28 Ord July 28  
 PEARSON, GEORGE WALTER CAMP, Kingston upon Hull, Contractor Kings-on upon Hull Pet July 18 Ord July 28  
 REID, DAVID, Kingston upon Hull, Estate Agent Kingston upon Hull Pet July 28 Ord July 28  
 ROBERTS, JONATHAN, Hyde, Chester, Branch Maker Ashton under Lyne Pet July 27 Ord July 27  
 ROSSON, JOHN, Pocklington, Yorks, Cycle Dealer York Pet July 18 Ord July 28  
 SAUNDERS, FREDERICK POPPLESTONE, Tunbridge Wells, Photographer Tunbridge Wells Pet July 26 Ord July 26  
 SAYAGE, FREDERICK WILLIAM, Old Calm, Norfolk, Company Director Norwich Pet June 16 Ord July 28  
 SCURR, JOHN, Woodstock rd, Poplar, Ironmonger High Court Pet July 28 Ord July 28  
 SIMS, GEORGE, Portland mans, York rd High Court Pt March 21 Ord July 27  
 SNOW, GEORGE, Westmore, Hants, Grocer Southampton Pet July 27 Ord July 27  
 STANLEY, JOHN, Dalling rd, Hammer-smith, Coachbuilder High Court Pet July 27 Ord July 27  
 STARR, JOHN, Brooklands, Chester, Macdonald Pet June 23 Ord July 28  
 SUTTER, WILLIAM VILLIERS, Westgate on Sea, Kent Canterbury Pet June 29 Ord July 29  
 TERNANT, CHRISTOPHER, North Ormsby, Yorks, Steelworks Labourer Middlesbrough Pet July 27 Ord July 27  
 TREDCROFT, HENRY EDWARD, Bedford Bedford Pet July 29 Ord July 29  
 UNDERWOOD, ALFRED GEORGE, Cardiff, Meat Salesman Cardiff Pet July 26 Ord July 26  
 VANDERPUMP, GEORGE JAMES, South sq, Gray's inn, Solicitor High Court Pet April 6 Ord July 7  
 WILSON, THOMAS, Keswick, Cumberland, Pencil Manufacturer Workington Pet July 24 Ord July 25

## FIRST MEETINGS.

BROOK, CHARLES, Tingley, nr Wakefield, Joiner Aug 9 at 11.30 Off Rec, 6, Bond ter, Wakefield  
 CLAYTON, JOHN, New Cavendish st, Butcher Aug 14 at 11 Bankruptcy bldg, Carey st  
 CLIFFE, JAMES, New Ferry, Cheshire, Greengrocer Aug 9 at 12 Off Rec, 35, Victoria st, Liverpool  
 COCKROFT, FRED, Allerton, Bradford, Plumber Aug 11 at 3 Off Rec, 29, Tyndal st, Bradford  
 CRANE, GEORGE, Gillingham, Kent, Carting Contractor Aug 14 at 11.30 119, High st, Rochester  
 DANFAN, GEORGE, Fleetgate, Barton on Humber, Builder Aug 9 at 11.30 Off Rec, St Mary's chmbrs, Gt Grimsby  
 DAVIES, FRANK LOUIS, Falcon rd, Clapham Junction, Milliner Aug 10 at 12.30 94, Railway app, London Bridge  
 DOGGETT, ELI, Greenhithe, Kent, Stonemason Aug 14 at 12 115, High st, Rochester  
 ELLIS, JOSEPH, Cloun, Derby, Grocer Aug 9 at 11 Off Rec, Figtree ln, Sheffield  
 FARNELL, Enoch, Leamore, Walsall, Draper Aug 11 at 12 Off Rec, Wolverhampton  
 GERMAIN, WILLIAM, Reading, Coal Merchant Aug 14 at 12 14, Bedford row  
 GLADSTONE, JAMES, Catford, Builders' Merchant Aug 9 at 11.30 24, Railway app, London Bridge  
 HARRISON, CHRISTOPHER, Stockton on Tees, Farm Labourer Aug 16 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 HICKS, WILLIAM HENRY, Charlton Kings, Cheltenham Aug 10 at 11.15 County Court bldg, Cheltenham  
 HOARE, FREDERICK WILLIAM, Nottingham, Cycle Tyre Dealer Aug 10 at 12 Off Rec, 4, Castle pk, Park st, Nottingham  
 HULL, ROBERT EDWARD, Fulwood, nr Preston, Coach Builder Aug 11 at 11 Off Rec, 14, Chapel st, Preston  
 LEBERWOOD, JAMES HASLAM, Fishergate, Preston, Wood Agent Aug 11 at 10.45 Off Rec, 14, Chapel st, Preston  
 JOHNSON, JOHN, Latimer st, Birmingham, Milk Salesman Aug 11 at 11 191, Corporation st, Birmingham  
 KING, WILLIAM, Patcham, Sussex, Farmer Aug 9 at 12 Off Rec, 4, Pavilion bldg, Brighton  
 McDONALD, COLIN, Sheffield, Joiner Aug 9 at 11.30 Off Rec, Figtree ln, Sheffield  
 MARKHAM, CHARLES, and BEECHER MARKHAM, North Kyme, Lincs, Hay Merchants Aug 9 at 12 Off Rec, 31, Silver st, Lincoln  
 MARSHALL, WILLIAM, Sherwood Rise, Nottingham Aug 9 at 11 Off Rec, 4, Castle pk, Park st, Nottingham  
 MASON, FRANK ARTHUR, Wolverhampton, Provision Dealer Aug 11 at 11.30 Off Rec, Wolverhampton  
 MATTHEWS, WILLIAM AARON, Holmsdale, Derby, Farmer Aug 11 at 3 Off Rec, 47, Full st, Derby  
 MELLISON, JOHN BUTRICK, Brighton, Restaurant Keeper Aug 9 at 11 Off Rec, 4, Pavilion bldg, Brighton  
 MILLARD, GEORGE, Reading, Electro Plater Aug 14 at 9 14, Bedford row  
 MITCHELL, JOSEPH, Gt Grimsby, Labourer Aug 9 at 12 Off Rec, 58, Mary's chmbrs, Gt Grimsby  
 MOODY, JOHN, Normanton Common, Yorks, Engine Driver Aug 9 at 11 Off Rec, 6, Bond ter, Wakefield  
 MORRIS, DANIEL, Walsall Wood, nr Walsall, Grocer Aug 11 at 11 Off Rec, Wolverhampton  
 MYATT, WILLIAM, Sutton Coldfield, Warwick, Traveller Aug 10 at 11 191, Corporation st, Birmingham  
 NERDHAM, FRANK, Leicester, Saddler Aug 9 at 12 Off Rec, 1, Berdridge st, Leicester  
 NORMANTON, AILEY, Barkland, nr Halifax, Shoe Merchant Aug 10 at 12 Off Rec, Town Hall chmbrs, Halifax  
 NORMAN, ISAAC, Pudsey, Yorks, Butcher Aug 10 at 12.30 Off Rec, 22, Park row, Leeds  
 ODDY, FRED, Kilpin Hill, Dewsbury Aug 9 at 10.30 Off Rec, Corporation st, Dewsbury



## LONDON &amp; COUNTY BANKING CO., LTD.

Registered under "The Companies Acts" Established in 1836.

CAPITAL £8,000,000, IN 100,000 SHARES OF £80 EACH.

REPORT adopted at the HALF-YEARLY ORDINARY GENERAL MEETING, the 3rd August, 1905.

The Hon. GEORGE JOACHIM GOSCHEN, M.P., in the Chair.

The Directors, in submitting to the Shareholders the Balance-sheet for the half-year ending 30th June last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, and allowing £23,256 2s. 11d. for rebate on bills not due, the net profits amount to £261,065 17s. 1d. From this sum has been deducted £80,000 carried to Reserve Fund (raising it to £1,400,000), leaving £214,065 17s. 1d., which, with £66,391 1s. 3d. balance brought forward from last account, leaves available the sum of £280,456 18s. 4d.

The Directors have declared a Dividend for the half-year of 10 per cent., which will require £200,000, leaving the sum of £80,456 18s. 4d. to be carried to the Profit and Loss New Account.

The Directors have appointed Charles John Hegan, Esq., to a seat on the Board, in the place of William Anastasius Jones, Esq., whose decease was referred to at the last General Meeting.

The Dividend, £2 per Share, free of Income Tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, 14th August.

## BALANCE SHEET

Dr.				Cr.			
Of the London & County Banking Company, Limited, 30th June, 1905.							
To Capital subscribed, £8,000,000	£	s.	d.	By Cash at the Head Office and Branches, and with Bank of England	£	s.	d.
.....Paid up	2,000,000	0	0	By Loans at Call and at Notice, covered by Securities	7,992,034	13	2
To Reserve Fund	1,400,000	0	0	By Investments, viz.:—	3,412,986	5	6
To Due by the Bank on Current, Deposit, and other Accounts, including provision for Contingencies	44,813,301	7	3	Consols registered and in Certificates (at 85), New 2½ per Cents., and National War Loan (£6,894,491 7s. 11d., of which £343,000 0s. 0d. Consols is lodged for Public Accounts); Canada 4 per Cent. Bonds, and Egyptian 3 per Cent. Bonds, Guaranteed by the British Government, India Government Stock and India Government Guaranteed Railway Stocks and Debentures... Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stock, and Colonial Bonds	6,660,945	6	7
To Liabilities on Acceptances, covered by Cash or Securities or Bankers' Guarantees	2,322,237	12	10	Other Securities	16,744	13	5
To Rebate on Bills not due carried to next Account	33,256	2	11	By Discounted Bills Current	8,784,327	4	3
To Net Profit for the Half-Year, after making provision for Bad and Doubtful Debts	261,065	17	1	By Advances to Customers at the Head Office and Branches	18,115,973	16	5
To Carried to Reserve Fund	50,000	0	0	By Liabilities of Customers for Drafts accepted by the Bank (as per Contra)	2,322,237	12	10
	214,065	17	1	By Bank Premises in London and Country, with Fixtures and Fittings	516,488	18	2
To Profit and Loss Balance brought from last Account	66,391	1	3		£50,839,342	1	4
	280,456	18	4		£50,839,342	1	4

## Profit and Loss Account.

£ s. d.		£ s. d.	
To Interest paid to Customers	94,001	2	1
To Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries, Auditors' and Directors' Remuneration	321,823	13	9
To Carried to Reserve Fund	50,000	0	0
To Rebate on Bills not due, carried to New Account	23,256	2	11
To Dividend, 10 per cent. for the Half-year	£300,000	0	0
To Balance carried forward	80,456	18	4
	280,456	18	4
	£769,632	17	1
By Balance brought forward from last Account	66,391	1	3
By Gross Profit for the Half-Year, after making provision for Bad and Doubtful Debts, and including Rebate, £27,434 10s. 0d. brought from 31st December last	703,241	15	10
	£769,632	17	1

Examined and audited by us,

(Signed) J. ANNAN BRYCE,  
GEORGE J. GOSCHEN,  
W. HOWARD,

Audit Committee of Directors.

G. J. RODOLPH, Head Office Manager.  
RICH'D. LEMON, Country Manager.  
G. K. SMITH, Chief Accountant.

In accordance with the provisions of the Companies Act, 1900, we certify that all our requirements as Auditors have been complied with, and we report that we have examined the Balance-sheet and Profit and Loss Account, dated the 30th of June, 1904, have verified the Cash Balance at the Bank of England, the Stocks there registered, and the other investments of the Bank. We have also examined the several Books and Vouchers and certified Returns showing the Cash Balances, Bills and other Amounts set forth, the whole of which are correctly stated; and in our opinion the said Balance-sheet and Profit and Loss Account are properly drawn up, so as to exhibit a true and correct view of the Company's affairs as shown by the books of the Company. (Signed) GEO. H. FABER,  
HY. GRANT,  
THOS. HORWOOD,

Auditors.

London and County Banking Company (Limited),  
17th July, 1905.

London and County Banking Company (Limited),  
30th July, 1905.

## LONDON &amp; COUNTY BANKING COMPANY, LIMITED.

Notice is hereby given, that a DIVIDEND on the Capital of the Company at the rate of 10 per cent. for the half-year ending 30th June, 1905, will be PAYABLE to the Shareholders, either at the Head Office, 21, Lombard-street, or at any of the Company's Branches, on or after Monday, the 14th instant.

By order of the Board, F. J. BARTHOPE, Secretary.

PABBOTT, HUGH McDOWELL, South side, Clapham Common, Physician Aug 10 at 11 30 24, Railway app, London Bridge  
PEARSON, THOMAS, Sutton Coldfield, Warwick, Commercial Traveller Aug 10 at 12 191, Corporation st, Birmingham  
PORTER, ABRAHAM WARD, Leyton, Essex, Contractor Aug 9 at 12 Bankruptcy bldgs. Carey st  
PYE, RICHARD, Small Heath, Birmingham, Baker Aug 9 at 11 191, Corporation st, Birmingham  
RADFORD, DUDLEY MOOR, Queen's gdns, Hyde Park Aug 10 at 12 Bankruptcy bldgs. Carey st  
ROBSON, JOHN, Focklington, Yorks, Cycle Dealer Aug 14 at 2 30 Off Rec, The Red House, Duncombe pl, York  
RODWELL, MATTHEW THOMAS, North Evington, Leicester, Aug 10 at 12 Off Rec, 1, Berridge st, Leicester  
SCURR, JOHN, Woodstock rd, Poplar, Ironmonger Aug 14 at 11 Bankruptcy bldgs. Carey st  
SIMPSON, EDMUND AMOS, Codnor, Derby, Wheelwright Aug 9 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
SIMS, GEORGE, Portman mans, York rd Aug 14 at 12 Bankruptcy bldgs. Carey st  
SLADEN, HANNAH, Leicester, Milliner Aug 10 at 3 Off Rec, 1, Berridge st, Leicester  
SMITH, SIDNEY, Cratley, Butcher Aug 10 at 3 Off Rec, 4, Pavilion bldgs, Brighton  
STACE, JOHN, Dalling rd, Hammermith, Coachbuilder Aug 11 at 11 Bankruptcy bldgs. Carey st  
STOCKER, GEORGE EDWARD, St Staughton, Hunts, Butcher Aug 15 at 10 30 shirehall, Bedford  
THOMASSON, WILLIAM, Stalmine, nr Poulton la Fyde, Lancs, Licensed Victualler Aug 11 at 10 30 Off Rec, 14, Chapel st, Preston  
WALKER, THOMAS ARTHUR, Woodgate, Leicester, Monumental Mason Aug 9 at 3 Off Rec, 1, Berridge st, Leicester  
WALTERS, GEORGE HENRY, and WILLIAM ALFRED CHATWORTHY WALTERS, Leeds, Builders Aug 11 at 11 Off Rec, 22, Park row, Leeds  
WEBBER, GEORGE, High st, Putney, Ironmonger Aug 10 at 12 Cannon st Hotel, Cannon st

## ADJUDICATIONS.

AMOTT, SYDNEY HERBERT, Sparkhill, Worcester Birmingham Pet July 15 Ord July 25  
BRONWICH, WILLIAM ALFRED, Cromwell rd High Court Pet July 5 Ord July 25  
BROWNING, THOMAS RICHARD, Cefn, Cribbitt, Glam, Innkeeper Cardiff Pet July 25 Ord July 25  
COCKCROFT, FRED, Allerton, Bradford, Plumber Bradford Pet July 27 Ord July 27  
CORBIN, E H ST CLAIR, Beckenham, Doctor Croydon Pet June 10 Ord July 27  
CROSS, FREDERICK JOHN, Birmingham, Egg Dealer Birmingham Pet July 19 Ord July 28  
DAVIES, FRANCES LOUISE, Falcon rd, Clapham Junction, Milliner Wandsworth Pet July 21 Ord July 27  
DAVIES, THOMAS, Lillie rd, Fulham, Dairyman High Court Pet July 28 Ord July 28  
DOGGETT, ELL Greenhithe, Kent, Stonemason Rochester Pet July 27 Ord July 27  
DRAFER, JOHN, Brownlow rd, Finchley, Cycle Maker High Court Pet July 4 Ord July 27  
EDWARDS, HELEN AGNES, York ter, Regent's Park High Court Pet June 14 Ord July 25  
EVANS, FRANK, Sonning on Thames, Licensed Victualler Reading Pet June 9 Ord July 27  
FROUDE, LYDIA, Herriard, Hants, Grocer Winchester Pet July 28 Ord July 28  
GOUGH, WILLIAM FRANCIS, Bedford Park, Chiswick High Court Pet July 27 Ord July 27  
GREY, WILLIAM PETER, Lambourn, Berks, Racehorse Trainer Newbury Pet July 13 Ord July 27  
HALLETT, GEORGE, Stratford, Confectioner High Court Pet July 26 Ord July 26  
JONES, ALFRED ALBERT, Abertillery, Mon, Fitter Tredegar Pet July 29 Ord July 29  
JOWETT, CHARLES, Heaton Norris, Lancs, Solicitor High Court Pet May 8 Ord July 26  
LEA, FRANK JAMES, Sutton Coldfield, Warwick, Wheelwright Birmingham Pet July 29 Ord July 28  
LOVENDALE, JORAN HENDRIK, Chiswick, Jeweller Brentford Pet July 26 Ord July 26  
LOXTON, CHARLES BYRON, Clifton, Architect Bristol Pet June 1 Ord July 27  
MCLEAN, WILLIAM JAMES, Heaton Mersey, Lancs, Grocer Stockport Pet July 27 Ord July 27  
MARSH, HARRY VADONAS, Hutton, Jeweller High Court Pet June 28 Ord July 25  
MARTIN, JOHN WESTON, and JOHN PRINCE POSE, jun, Buckland, Hants, Electricians Portsmouth Pet July 28 Ord July 28  
MATHEWS, EDWARD, Old Kent rd, Butcher High Court Pet June 26 Ord July 27  
MILNERS, JAMES, Queen Victoria st, Land Agent High Court Pet May 30 Ord July 29  
MILNROTH, ROBERT LEWIS, Golden in, Commercial Traveller High Court Pet July 29 Ord July 29  
MITCHELL, WILLIAM GORDON, Manor pl, Faldington Green, Coach Ironmonger High Court Pet May 19 Ord July 29  
MYERS, ISAAC CHARLES, Coleman st, Glas Merchant High Court Pet June 15 Ord July 28  
ODDY, FRED, Kilpin Hill, Dewsbury Dewsbury Pet July 28 Ord July 28  
PAGE, FRANCIS THOMAS, Leicester, Warehouseman Leicester Pet July 28 Ord July 29  
PERKINS, DAVID WALTER, Edgbaston, Warwick, Commercial Traveller Birmingham Pet July 28 Ord July 28  
REID, DAVID, Kingston upon Hull, Estate Agent Kingston upon Hull Pet July 28 Ord July 28  
ROBERTS, JONATHAN, Hyde, Chester, Brush Maker Ashton under Lyne Pet July 27 Ord July 27

ROBSON, JOHN, Pocklington, Yorks, Cycle Dealer York  
Pet July 18 Ord July 29  
SAUNDERS, FREDERICK POPPLESTONE, Tunbridge Wells,  
Photographer Tunbridge Wells Pet July 26 Ord  
July 29  
SCURR, JOHN, Woodstock rd, Poplar, Ironmonger High  
Court Pet July 26 Ord July 28  
SMALL, HERBERT, Leeds, Engineer Leeds Pet July 3 Pet  
July 26  
SNOW, GEORGE, Westmeon, Hants, Grocer Southampton  
Pet July 27 Ord July 27  
STANIER, FRANK JUSTICE, Maidenhead High Court Pet  
March 10 Ord July 27  
TENNANT, CHRISTOPHER, North Ormsby, Yorks, Steelworks  
Labourer Middlesbrough Pet July 27 Ord July 27  
TREDCROFT, HENRY EDWARD, Bedford Bedford Pet July  
29 Ord July 29  
UNDERWOOD, ALFRED GEORGE, Cardiff, Meat Salesman  
Cardiff Pet July 26 Ord July 26  
WALKER, THOMAS JAMES, Brady st, Bethnal Green High  
Court Pet May 18 Ord July 29

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